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GENERAL HEADINGS.

Case Reported this Week.

Current Topics.

The Legal Honours.

THE NEW YEAR Honours list shows substantial recognition of legal services. Sir CHARLES DARLING becomes a peer and will have the opportunity of continuing "in another place" public service which was not the less useful that it was accompanied by wit and literary learning. If in one sphere he has left "the warm precincts of the cheerful day"—or, as he has told us, some reporters put it, "this cheerful den"—the benches of the House of Lords will provide a not unfitting substitute. It is well known that the legal peers contribute very largely to the debating power of that assembly. Of the other honours, the Baronetcy conferred on Sir T. WILLES CHITTY marks official appreciation of the profound learning of the Common Law and of Practice which he has in many ways—and not least as editor of the Laws of England and the Empire Digest—placed at the service of the profession; and we may specially mention also the Knighthoods conferred on Master WHITE, the Senior Chancery Master, and Mr. HERBERT AUSTIN, Clerk of the Central Criminal Court.

The New R.S.C.

WE PRINT elsewhere a set of new Rules of the Supreme Court. Three of them are additions to Ord. 42 (Execution). The first, r. 24A, provides for the procedure on applications to enforce awards of the Mixed Arbitral Peace Tribunals. The operation of these is now familiar to many practitioners. They are established under Art. 304 of the Treaty of Peace with Germany, and the corresponding Articles of the other Treaties of Peace, and the procedure is regulated by Orders in Council made under the authority of the Treaty of Peace Act, 1919 (Germany), and the other Treaties of Peace Acts. The first Order in Council was the Treaty of Peace Order, 1919, dated 18th August, 1919 (64 SOL. J. 36) for Germany, and there have been corresponding

Orders for other ex-enemy countries. There has also been a series of amending Orders, and lately the practice has been adopted of making the amending Orders apply to all the various Treaty of Peace Orders. Thus the Amendment (No. 2) Order of 1923 (67 SOL. J. 865), added the words in square brackets to Art. 1 (xiv) of the German Order—

> Art. 1 (xiv). All decisions of the Mixed Arbitral Tribunal constituted under Section VI of Part X of the Treaty, if within the jurisdiction of that Tribunal, shall be final and conclusive, and binding on all courts [and, without prejudice to any other method of enforcement, any award of the Mixed Arbitral Tribunal may by leave of the High Court or a Judge thereof, or in Scotland of the Court of Session, be enforced in the same manner as a judgment or order to the same effect].

And the same addition was made to the corresponding provisions of the other Treaty of Peace Orders. The first of the new Rules of the Supreme Court provides that an application to enforce such an award shall be made by originating summons, and gives the form of the title; but it is confined to awards made by the Anglo-German Mixed Tribunal, though, as above stated, the Amendment (No. 2) Order for 1923 was general. Possibly this is an oversight. The addition which is made to Ord. 54 is consequential on the above, and a new rule is made applying Ord. 58 (Appeals to the Court of Appeal) to appeals both from the Railway and Canal Commissioners and from the Railway Rates Tribunal. The Rules are provisional, but came into operation on the 1st inst.

The New County Court Rules.

WE PRINT elsewhere a set of new County Court Rules. The first makes a slight alteration in C.C.R. Ord. 7, r. 34D. This rule, which was substituted last July (67 SOL. J., p. 826) for the previous r. 34D, regulates the admission by a defendant of the whole or part of the claim. Such an admission may be made in the notice or affidavit of defence, or, under the rule, the defendant may, instead of delivering a notice or affidavit of defence, simply sign and deliver to the registrar "such an admission"—that is, an admission of the whole or part of the claim. This is now altered so as to allow a mere admission to be delivered only when it is an admission of the whole claim; apparently this is only a correction of the rule, since a partial admission implies a defence as to the remainder. Section 42 of the County Courts Act, 1888, provides for the change of the venue at the defendant's instance where an action is brought by an officer of the court in his own court. The second new rule requires a copy of the section to be annexed in such a case to the summons. The remaining rules do not call for special notice. We also print a set of Workmen's Compensation Rules making the changes in the Consolidated Rules of 1913 required by the new Workmen's Compensation Act which came into force on the 1st inst.

The New American Ambassador.

The Times of 31st ult. contained an interesting account by its Washington correspondent of Mr. FRANK KELLOGG, the new American Ambassador. Although born in Potsdam, New York State, he has spent nearly the whole of his life—sixty years out of sixty-seven—in the State of Minnesota, and his early education appears to have been of the simple character which has, nevertheless, in many cases—LINCOLN is the outstanding example—been the foundation of future success. *The Times* correspondent speaks of him as "the outward and visible sign of the spiritual merging of the East and the West," but we imagine that Minnesota, which produces one of the best of the Law Reviews, is not behind the Eastern States, at any rate in legal learning. Mr. KELLOGG became a law partner of the famous orator CUSHMAN K. DAVIS, once Governor of Minnesota and later United States Senator. The firm was "DAVIS, KELLOGG and SEVERANCE," and it rapidly developed a large and lucrative corporation practice. Under President ROOSEVELT, Mr. KELLOGG accepted the post of special counsel to the Government—thereby giving up £20,000 a year—in order to assist in the attack on the trusts. He conducted the prosecution of the Standard Oil Company which resulted in its dissolution. In 1916 he was elected to the Senate from Minnesota, but he failed to secure re-election in 1922. He has been selected, however, for a post of special influence in the relations of the United States with this country, and although, it is said, he has "the priceless gift of silence," it may be anticipated that the silence will not seldom be worthily broken. It is interesting that a great American lawyer should be Ambassador to England in the year of the expected visit of the American Bar Association.

Transfer of Shares by an Executor to Himself.

IN A LETTER which we print elsewhere Mr. E. T. HARGRAVES raises the question of the proper means for an executor, who has been registered as a member of a company in respect of his testator's shares, to procure registration of himself in his individual capacity. His registration "as executor" is, it would seem, a mistake. Under the ordinary Articles he can either be himself registered or can transfer the shares. But if he chooses the former alternative, he is entitled to a clean registration, and the register should bear no reference to his representative capacity: *Re T. H. Saunders & Co., Ltd.*, 1908, 1 Ch. 415, 422. What happens afterwards—whether, and at what date, he ceases to hold as executor—is a matter between himself and the persons interested in the estate and does not concern the company. If, however, he has been registered "as executor" and wishes to obtain a clean registration—in other words, to have this qualification cancelled—how is he to proceed? A transfer from himself to himself is, as Mr. HARGRAVES points out, inoperative. He was member in respect of the shares before and he is member still. Nor has Parliament, by any statute at present in force, given statutory effect to such a transfer, though, as regards land, this will be the result of the Law of Property Act, 1922, s. 72 (3), when that Act comes into operation. Mr. HARGRAVES' plan of an agreement by the executor to be bound by the Articles does not seem satisfactory. Indeed, it is open to the same objection, and we suggest that it is just as inoperative as a transfer by the executor to himself. He is already bound by the Articles by virtue of his registration as a member: Companies Act, 1908, s. 14. The proper course seems to be to request the company to cancel the words "as executor," etc., and leave the register clean, and to this request the Company ought to accede.

Dissolution of Parliament and the Prerogative.

DURING THE LAST fortnight the Daily Press has been busily engaged in controversy over a knotty point of Constitutional Law which, a year ago, would have seemed academic, but to-day is a burning issue, namely, the alleged right of a Premier to claim a Dissolution of Parliament in the event of his defeat by a hostile vote in the Commons. Mr. SWIFT MACNEILL has written to *The Times* maintaining that this right is no longer open to question; Professor POLLARD, an authority of scarcely less eminence on Constitutional Law, has contested the claim on historical grounds. Other professional experts have been rushing into print on the matter. Anson, Dicey, Courtney, and Hearn, the leading text-books, are being eagerly quoted on either side. No one, of course, disputes the legal right of the King to grant or refuse a dissolution as he pleases; the question at issue is whether he is bound by a well-settled convention to exercise his undoubted legal right only in the manner advised by his responsible Prime Minister for the time being, or whether he still retains a certain discretion as to accepting the advice so tendered. There is equally no doubt that, before the reign of QUEEN VICTORIA, monarchs habitually ignored the advice of Premiers in favour of the course their own judgment preferred; whereas, since Her late Majesty's accession in 1837, the invariable practice has been that the Crown dissolves Parliament whenever advised by the Prime Minister so to do. On the other hand, in the self-governing Dominions, Governors have frequently refused to do so if, in their judgment, a General Election would be vexatious, and if the leader of the opposition is willing to accept the responsibility of forming a Ministry. Where such advice is refused, the Ministry which take office assume responsibility for the act of the Sovereign

or his representative, the Governor; by a sort of retrospective ratification of the exercise of his discretion they clothe it with the character of action taken in accordance with the advice of a responsible Premier and Cabinet, and thus preserve the important constitutional feature that a King acts only as his Ministers advise. These Colonial precedents, which are discussed in Lord COURTNEY'S "Working Constitution of the United Kingdom," are very valuable in the present political situation.

Two-Party Conventions on Three-Party Occasions.

BUT IT IS necessary to point out a matter generally overlooked in the Press discussions, namely, that all the existing precedents and formulas adumbrated in standard text-books are relevant to a very different set of facts from those of the present crisis in Great Britain. The text-writers obviously all have in mind a parliamentary situation in which there are only two authoritative chiefs of parties in the House of Commons, each of whom command the adherence of about one-half of the electorate—a little more or a little less—as a continuing incident in the political life of the nation as manifested at each successive General Election. Such a party chief may be a Premier in a minority at the moment, but he has been in a majority yesterday and may be in one again to-morrow. Indeed, it is because he has a reasonable anticipation of support at the polls by a majority of the electorate that the Crown accedes to his advice that the country should be consulted. The matter is very different when, as at present, there are three party chiefs in the House, each commanding a little more or less than one-third of the electorate, and none having any very reasonable expectation of a permanent or continuing majority in the near future. A Premier who never has possessed a majority of the electorate, and who at the recent General Election obtained only 31 per cent. of the votes cast, is scarcely in a position to claim that a dissolution is necessary to test whether or not he has a majority in the country to correct a defeat in the House. And so the ground on which the convention is based disappears. In fact, there is now a completely novel set of political facts, and the decision to which His Majesty may come will be analogous to the decision of a judge in a case *primae impressionis*. As WALTER BAGEHOT pointed out in his eminently practical essay on the English Constitution, such situations do arise, at rare intervals, in our political system; and when they arise, the Sovereign for the time being exercises a real, as distinct from a nominal function in the Government of the country; for he has to act on his own judgment and not, as normally, in accordance with the judgment of a responsible minister. In such circumstances it is usual for the Sovereign to seek advice of a non-partisan character, *e.g.*, that of the Speaker and the Chairman of Committees in the House of Lords. We presume that, should the event anticipated arise, His Majesty will follow this course and accept whatever advice is tendered him by experienced advisers outside the ordinary channels of political partisanship.

Landlord's Liability for Defective Roof.

Mr. Justice GREER has already earned the reputation at the Common Law Bar of being a puisne judge who knows his own mind and whose decisions deserve exceptional respect. Therefore his reserved judgment in the important case of *Cockburn* v. *Smith*, 40 T.L.R. 113, has occasioned unusual interest. The question is the fairly familiar one of the landlord's duty to maintain a roof in repair where a building is let in flats, the landlord retaining possession and control of the roof and guttering. The tenant of a flat just underneath the roof had been the victim of dampness and injury to furniture owing to the leakage of water through the roof, which was in a defective state of repair. The case did not come within the Housing and Town Planning Act, 1908, so that no warranty of habitability was implied, and there was no express covenant on the part of the landlord that he would do repairs to the roof. In these circumstances the learned judge held that no right of action exists in the tenant against the landlord for the damage so caused; he refused to hold that a special duty to keep the roof watertight arises out of the fact that the landlord retains possession and control of such roof. For a roof is not a "dangerous thing," and its lack of repair does not amount to a "nuisance"; so that apart from contract, express or implied, no duty to keep it reasonably watertight arises at law. In order so to decide, Mr. Justice GREER had to distinguish the decision of the Divisional Court in the almost exactly similar case of *Hargroves, Aronson & Co.* v. *Hartopp*, 1905, 1 K.B. 472; this he did by holding that in that case there must have been an implied contract to undertake this exceptional liability. He had also to disregard an *obiter dictum* of Mr. Justice LUSH in *Dunster* v. *Hollis*, 1918, 2 K.B. 795, and one of Mr. Justice SCRUTTON in *Hart* v. *Rogers*, 1916, 1 K.B. 646; but technically these decisions are not binding on a puisne judge of the High Court. Cases of a defective staircase retained by a landlord who lets out flats are perhaps only relevant indirectly; but here *Miller* v. *Hancock*, 1893, 2 Q.B. 177, and *Dobson* v. *Horsley*, 1915, 1 K.B. 634, are Court of Appeal decisions which the learned judge considered to be overruled by the judgment of the House of Lords in *Fairman* v. *Perpetual Investment Building Society*, 1923, A.C. 74, the most recent case on this vexed subject. The point requires further discussion than is possible within our present limits, and we hope to deal with it more fully hereafter.

French Juries and Political Murder.

IT HAS LONG been notorious that French juries are in the habit of acquitting women who shoot lovers who have proved unfaithful, but this tendency would seem to be undergoing extension in quite another direction amongst our neighbours across the channel, if the case of GERMAINE BERTON, reported by *The Times* Correspondent at Paris on the 26th ult., is to become a precedent. GERMAINE BERTON was tried on a charge of murdering M. PLATEAU, a leading anti-republican. The accused admitted the facts, but expressed her regret that she had not killed instead M. LEON DAUDET, another political leader of similar views, whose organisation she regarded as responsible for the present political calamities of France. Her counsel contended that she had no intent to kill an individual, but was striking at an organisation from disinterested political motives of humanity and patriotism; this view, coupled no doubt with the fact of her sex, led the susceptible French jury to bring in a verdict of acquittal. Her counsel, indeed, actually suggested a parallel with the case of CHARLOTTE CORDAY, who killed MARAT in his bath. It must be admitted that even English historians have usually seemed to regard CHARLOTTE CORDAY'S act as far from reprehensible; so, perhaps, it is not necessary to take an unduly superior view as to the weakness of the jury who acquitted GERMAINE BERTON. But the assassination of political opponents, under whatever guise it is justified, is, of course, always quite indefensible. The present case must, no doubt, be regarded as a curious anomaly, rather than as any weakening of the course of French justice.

A "View" by Magistrates.

THE LAW OF Landlord and Tenant is a curious mixture of Common—or judge-made—Law and Statute Law, ranging from early times down to the present, and while practitioners are familiar enough with the special facilities for the recovery of deserted premises and small tenements under the Distress for Rent Act, 1737, and the Small Tenements Recovery Act, 1838, the lay magistrate may be pardoned for showing some surprise at the duty of viewing the premises which the former statute imposes on him. By s. 16, where the tenant is in arrear for a year's rent—altered to half a year by the Deserted Tenements Act, 1817—and deserts the premises, leaving no sufficient goods for distress, two or more justices may, at the request of the landlord, view the same, and affix a notice of the date for second view, and on the second view, if the tenant is still in default, they may put the landlord in possession. An application for a view was made to the Wealdstone magistrates this week and the existence of "this Old Act" was a surprise to them, but they appointed two of their number to view the premises, and in due course, no doubt, the landlord will be restored to legal possession.

A metropolitan police magistrate is exempted by the Metropolitan Police Courts Act, 1840, s. 13, from a personal view and can send a constable instead. The procedure appears to be clumsy, but the text-books treat it as by no means obsolete. A consolidation of the statute law of Landlord and Tenant, and, perhaps, a codification extending also to the Common Law, should be a tempting task for the Law Reformer.

Rent, &c., Restrictions Acts, 1920 and 1923.

Assignability of Tenant's Rights thereunder.

THE two cases of *Keeves* v. *Dean* and *Nunn* v. *Pellegrini*, reported in 67 SOL. J. 790, in which the Divisional Court had decided that a tenant retaining possession by virtue of the Increase of Rent, &c., Restrictions Act, 1920, was entitled to assign his rights to a third person, came before the Court of Appeal on 19th December last. That Court reversed the decision of the Divisional Court and declared that a tenant so retaining possession had no right to assign his interest. They expressly reserved the question whether or not he was entitled to sublet.

These two cases are of first importance, for they determine the fundamental nature of what has been perhaps inaptly called "a statutory tenancy." The legal position, as BANKES, L.J., pointed out in the course of his judgment, of a person exercising his right to remain in possession after his contractual tenancy has determined, is that no one can turn him out. That is only a personal right, which, unless the statute expressly authorizes it, is not capable of being assigned. The learned Lord Justice proceeded to refer to the cases of *Collis* v. *Flower*, 1921, 1 K.B. 409, and *Mellows* v. *Low*, 67 SOL. J. 261. Those cases, he said, were not authorities against the view that the Court was now expressing, because in both cases the original contractual tenancy was in existence when the tenant died, and that survived to his executor in one case and to his administrator in the other.

The assignability or otherwise of the tenant's interest depends upon the meaning of s. 15 (1) and (2) of the 1920 Act. By s. 15 (1) it is provided that "a tenant who by virtue of the provisions of this Act retains possession of any dwelling-house to which this Act applies shall, so long as he retains possession, observe and be entitled to the benefit of all the terms and conditions of the original contract of tenancy, so far as the same are consistent with the provisions of this Act . . ." That section, it will be observed, speaks of the tenant's right as a right to retain possession, and he is to be allowed to exercise that right subject to and with the benefit of all "the terms and conditions of the original contract of tenancy." It was argued for the tenant that, there being no covenant against assignment in his agreement or lease, the right to assign his contractual tenancy was a term of that tenancy. The Court of Appeal did not take that view. "The right to assign," said BANKES, L.J., "is a right incidental to an estate. It is not a correct use of language to describe that right as a term or condition of the lease."

That view is confirmed by the language of the Legislature in the next sub-section. By s. 15 (2) it is provided "any tenant retaining possession as aforesaid shall not, as a condition of giving up possession, ask or receive the payment of any sum, or the giving of any other consideration, by any person other than the landlord . . ." under penalty of £100. The Legislature is here almost expressly forbidding that which the tenant claimed he had a right to do, and the conclusion to which the Court came, therefore, was that the true construction of s. 15 (1), when read in connection with s. 15 (2), was that the statute did not confer and was not intended to confer any right on the person remaining in possession under the Act after the expiration of his contractual tenancy to assign his interest in the premises.

SCRUTTON, L.J., and LUSH, J., who were the other members of the Court, concurred in allowing the appeal.

ARCHIBALD SAFFORD.

Purchaser's Liability for Interest when Completion Delayed.

I.

THIS is one of the most frequent and difficult questions which arise in practical conveyancing. It is proposed in these articles to collect from the text-books and decisions on the subject what may be considered as the present-day view, and to arrange the same under the different headings which the subject seems to lend itself to. It is hoped that the result may save the time of the busy practitioner. The following are the proposed headings:—

1. Where the contract for sale and purchase contains no provision in connection with the payment of interest or receipt of the rents, and does not even fix a date for the completion of the purchase;

2. The like, except that a date for the completion is named;

3. Where the contract provides that the purchaser shall pay interest if *from any cause whatever* the purchase shall not be completed on the date fixed for completion;

4. Where the contract contains a condition to the effect that if, from any cause whatever other than *wilful neglect or default on the part of the vendor*, the completion shall be delayed, the purchaser shall pay interest from that date to the date of actual completion;

5. The like, except that the word "default" is used instead of the words "wilful default";

6. Where the contract provides that, if the purchase shall not be completed on the day fixed for completion, the purchaser shall pay interest from that day until actual completion, except that, if the delay shall arise from any cause other than the *neglect or default of the purchaser*, and the purchaser shall pay the balance of the purchase money into a bank allowing interest (at his risk), he shall only be required to pay interest to the date of such appropriation plus the interest allowed by the bank;

7. Where the purchaser is already in possession of the property at the date of the contract or takes possession before the date fixed for completion;

8. Under this heading, it is proposed to refer shortly to the following miscellaneous matters connected with the subject—

(*a*) As to when interest should be paid on the value of the fixtures;

(*b*) As to what will amount to a sufficient appropriation of the purchase money to relieve the purchaser from payment of interest;

(*c*) The rate of interest to be paid;

(*d*) As to deduction of tax from the interest.

Most of the decisions on this subject are based on the broad principle that neither of the parties must be allowed to enjoy at the same time both possession of the property and the purchase money or the benefits flowing therefrom, or as KNIGHT BRUCE, when Vice-Chancellor, said in a case connected with lands in a harbour, "You cannot have both money and mud." In fact, so strongly does the court hold to this principle that a purchaser shall pay interest on the unpaid purchase money, that it will look at any contract which appears to prevent the application of this rule by the light of the general principles of justice, and, it seems, refuse execution of it where it grossly violates this principle (per Lord ST. LEONARDS, in *Birch* v. *Joy*, 1851, 3 H.L.C. at p. 598).

Another important principle on which many cases have been decided is that neither of the parties must be allowed to benefit by their own wrong. Therefore where the delay in the completion of a contract has been the consequence of the dealing in bad faith, gross negligence or vexatious conduct of the vendor, the court will not allow him to receive interest during the period of delay thereby caused, notwithstanding any condition in the contract to the contrary.

It is now proposed to consider each of the cases mentioned in the above scheme in turn, and, whenever possible, authority will be given for all statements. The title of the judge at the date of the decision will only be given.

1.—No Provision for Interest, and no Date for Completion.

Where no date for completion is fixed by the contract, the date of completion will be deemed to be the date when the purchaser can prudently take possession: that is, the time when a good title has been shown to the property by the vendor (*Barsht* v. *Tagg*, 1900, 2 Ch. 231; *Re Highett and Bird's Contract*, 1902, 2 Ch. 214; *Bennett* v. *Stone*, 1903, 1 Ch. 509); and verified by the proper evidence (*Parr* v. *Lovegrove*, 1857, 4 Dr. 170).

If the purchase is not completed at that time, and there is no provision in the contract for payment of interest by the purchaser, or other agreement for compensating the vendor for delay in completion, the purchaser will have to pay interest from that time until the purchase is actually completed; except that, if the delay in completion has been caused by the default of the vendor, the purchaser will be allowed to relieve himself from the payment of further interest by appropriating the purchase money; for instance, by paying the same into a separate account at a bank at his own risk and giving the vendor notice that he has done so. In that case the vendor will only be entitled to interest from the date of verification of the title to the date of the appropriation, plus the interest allowed by the bank (Webster's Conditions of Sale, 3rd ed., 329). The provision above referred to for compensating the vendor will usually, if at all, take the form of an agreement to allow the vendor to retain the rents until actual completion for his own use (*Brooke* v. *Champernowne*, 1837, 4 Cl. & F., at p. 611).

This arrangement implied by the law is quite a fair arrangement, for, although the vendor is entitled to retain possession of the rents and profits until the actual completion of the purchase, he will then have to account to the purchaser for them from the date when the purchaser became liable to the payment of interest. And, indeed, if he (the vendor) has in the meantime been in occupation of the property, he will have to make an allowance to the purchaser of a fair occupation rent from the date when the purchaser has to pay interest to the date of actual completion (*Metropolitan Railway Co.* v. *Defries*, 1877, 2 Q.B.D. 387); unless the delay in completion has been the fault of the purchaser, and it has in consequence been necessary for the vendor to remain in possession for the protection of the property or otherwise for the benefit of the purchaser, and not for his own benefit, although, incidentally, he (the vendor) may have received a benefit (*Dakin* v. *Cope*, 1827, 2 Russ. 176). In that case the subject of the sale was a public-house and stock, and the purchaser being in default was compelled to pay interest, but was not allowed to charge the vendor with an occupation rent. But the vendor will be entitled to debit the purchaser with the outgoings paid by him from the same date, as these, of course, fall on the purchaser.

2.—No Provision for Interest, but Date fixed for Completion.

The next case to consider is where there is no condition as to interest or for compensating the vendor for delay in completion, but a day is fixed for the completion of the purchase.

If the purchase is not completed on the day fixed and the cause has been the default of the purchaser, he will have to pay interest from the date fixed until the date of actual completion, and he will not be allowed to appropriate the purchase money by payment into a bank or otherwise. But if the cause of the delay has been the default of the vendor, then the purchaser appears to have the choice of (*a*) paying interest from the date fixed for the completion of the purchase until the actual completion thereof and taking the rents and profits and discharging the outgoings, or (*b*) if it would be more advantageous to him, of paying interest from the time of the vendor showing and verifying a good title until the date of actual completion, or until he has paid the money into a bank or otherwise properly appropriated the money and given notice (Dart's Vendor and Purchaser, 7th ed., pp. 650, 651).

The following is a useful rule which is taken from the judgment of Vice-Chancellor Leach in *Esdaile* v. *Stephenson*, 1822, 1 S. & S. 123: "Where there is no stipulation as to interest, the general rule of the court is that the purchaser, when he completes his contract after the time mentioned in the particulars of sale, shall be considered as in possession from that time and shall from thence pay interest at £4 per cent., taking the rents and profits. If, however, such interest is more in amount that the rents and profits and it is clearly made out that the delay in completing the contract was occasioned by the vendor, there, to give effect to the general rule would be to enable the vendor to profit by his own wrong; and the court, therefore, gives the vendor no interest but leaves him in possession of the interim rents and profits."

3.—Interest if Completion Delayed "From any Cause Whatever."

Where the condition provides that the purchaser shall pay interest *if from any cause whatever* the purchase shall not be completed on the day fixed for completion, the rule appears to be that it will have effect given to it according to the *natural and literal meaning* of the words, except only where there is bad faith, vexatious conduct, or gross negligence on the part of the vendor, disentitling him, in the view of the court, to the benefit of the stipulation. Therefore, delay arising from mere accident, or from something which the vendor could not have guarded against, or from difficulties occasioned from the state of the title, is not enough to exempt the purchaser from the payment of interest in such cases, even though the difficulties may be such as to justify the purchaser in refusing to complete till they are removed. Indeed, it may fairly be said that the insertion of such a condition in a contract shows that the possibility arising on the vendor's, no less than on the purchaser's, part is from the first contemplated by both parties, and that there can therefore be no hardship on the purchaser in holding him, subject only to the admitted exceptions already mentioned, to the literal performance of the condition (Fry on Specific Performance, 1921 ed., p. 647; Williams' Vendor and Purchaser, 3rd ed., p. 61; Dart's Vendors and Purchasers, 7th ed., pp. 662, 663).

Some of the cases which go to support the above statement are as follows:—

In *Rowley* v. *Adams*, 1850, 12 Beav. 476, it was held that the fact that a sufficienct abstract was not delivered in time did not deprive the vendor of the interest stipulated for.

In *Sherwin* v. *Shakspear*, 1854, 4 De G.M. & G. 517, Lord Justice Knight Bruce, said: "I am of opinion that the mere circumstance that the abstract was defective, or (which is stating a case of less difficulty) not supported by the evidence required to support it, would not be sufficient to exempt the purchaser from paying interest under the condition, the title and purchase being afterwards completed. Again, I say, to prevent the possibility of misapprehension, that I entirely exclude from every remark that I have made a case of vexatious conduct, of dealing in bad faith, or of gross negligence on the part of the vendors."

In *Bannerman* v. *Clarke*, 1856, 3 Drew. 632, it was held that where the delay was caused by the death of the vendor, the purchaser must pay interest.

In *Vickers* v. *Hand*, 1859, 26 Beav. 630, it was held that delay caused by the state of the title would not exempt the purchaser from paying interest.

The decision in *Viscount Palmerston* v. *Turner*, 1864, 10 L.T., was a very hard one for the purchaser. In that case the delay was caused in consequence of it becoming necessary to institute a suit for the rectification of the power under which the vendor was selling, but the purchaser had to pay interest.

Williams v. *Glenton*, 1866, 1 Ch. 200, was a similar case, as the vendor had to institute a partition action to give him power to sell. The purchaser had to pay interest.

North v. *Percival*, 1898, 2 Ch. 128, was a case where the vendor had unsuccessfully resisted the purchaser's action for specific performance. Purchaser had to pay interest.

Whether the purchaser can discharge himself from his liability to pay interest under a condition of this nature by appropriating the amount of unpaid purchase money to the purchase by paying it into a bank or otherwise is not absolutely clear. In Williams' Vendor and Purchaser, 3rd ed., p. 62, the view is expressed that he cannot do so, and in Fry on Specific Performance, 1921 ed., p. 649, it is stated that the point is doubtful.

In *re Monckton and Gilzean*, 1884, 27 Ch. D. 555, Vice-Chancellor BACON held that a purchaser *was* entitled, under circumstances of undue delay on the part of the vendor, to appropriate the unpaid purchase money.

In *Golds and Norton's Contract*, 1885, 52 L.T. 321, it was decided by Mr. Justice KAY that where the delay in the completion of a purchase by the stipulated day arises from the default of the vendor, and the purchaser then deposits his purchase money in a bank to a separate account, and gives notice of the fact to the vendor, the purchaser is relieved, as from the receipt of such notice by the vendor, from payment of interest on his purchase money, notwithstanding that he has been in possession or receipt of the rents under the contract, and that the contract provides that he shall pay interest "if from any cause whatever" the purchase is not completed on the day named.

On principle, it is difficult to see how a purchaser can avoid his direct agreement to pay interest. In *Re Riley to Streatfield*, 34 Ch. D. 386, Mr. Justice NORTH said: "Why should he be relieved from paying interest which he has contracted to pay by the fact that he simply placed the money to his account at his bankers. I do not see how the purchaser can take the matter into his own hands, and put an end to this contract to pay interest, by anything he does other than by completing the purchase and paying over the principal."

(To be continued.)

The New Jurisprudence.

Professor de Montmorency's System of Natural Law.

JURISPRUDENCE is not a science which moves rapidly or in which anyone expects very rapid progress to occur. Indeed, like lawyers, it is apt to prove unduly conservative, cautious, and legalistic. Therefore, it is with some surprise that the world of scholarly jurists of to-day has seen the entrance of Professor de Montmorency, who occupies the Chair of Comparative Law in the University of London, into the lists as a daring innovator, not to say a revolutionary, in the history of the science. Some time ago the learned professor propounded his theory tentatively in a treatise on the Nature of Law; and in the autumn of 1922 he contributed to the Oxford Conference on Sociology a brilliant paper on "Anthropological Jurisprudence," which set out his views in a more succinct form. Since then, the world of scholarly jurisprudence has been divided into supporters or antagonists of the New School. The main line of Professor Montmorency's argument we will endeavour to explain, only premising that it is easy to misunderstand a new development of any science in its initial stages before controversy has made interpretation clearer, and that therefore we may unwittingly mistake the new views through imperfectly understanding them.

To grasp the issue, it is necessary to consider briefly for a moment the present schools of jurisprudence. These are two in number, the Descriptive and the Transcendental. The Descriptive School, whether in the shape of Analytical Jurisprudence (Austin, Holland, Salmond, Pollock, Gray), or in the shape of Comparative Jurisprudence (Sir Henry Maine), or in that of Historical Jurisprudence (Maitland, Jethro Brown, Vinogradoff), is concerned essentially with one common task. Its aim is simply to sort out the various elementary concepts which enter into the system of juristic obligations; to disentangle accidents from essentials, and to show the relation of the parts to the whole. Take the concept of "Possession," for example. A jurisprudent classifies all the meanings which this word can have in any legal system, analyses the motives behind each, and shows their significance in the law of property, of remedies, and of actions. Since one system of positive law has its accidental peculiarities, the jurisprudent tries, if possible, to find a second system at a similar stage of development, and to trace parallel concepts in both systems, so as to find the common elements and get rid of the local peculiarities; this is Comparative Jurisprudence. Readers will remember how Maine used the comparison of English, Roman and Indian Laws, to make clearer the fundamental attributes of the concepts of "status," "contract," "family," "will," and the like. Lastly, Historical Jurisprudence traces the history of legal concepts from an early stage of the legal system in which they appear to a later one, and thereby makes their context still clearer. Maitland's brilliant discoveries on the history of "Seisin," "Real and Personal Actions," "Replevin," and the like are familiar instances.

Now, all these forms of Jurisprudence are merely "Descriptive." They confine themselves to accepting legal institutions as facts, analysing their contents, and tracing their development in Geography and History. They do not ask what is the nature of a "Human Law" (except to consider elementary definitions such as "Rule of conduct enforced by a sanction" or "General Command of a Sovereign"); nor do they consider the analogy between Human Laws and the Law of Nature, to see whether they have anything in common except the name "Law." Here the second of the great traditional schools of Jurisprudence—Transcendental Jurisprudence, or the Philosophy of Law—puts in an appearance. The object of this school is to ascertain the relative place of human law in a universe which is regulated by uniformity, to discover its purpose—not in human life only, but also in the scheme of things, and to reconstruct its elementary concept out of the principles of Logic or of Ethics. In Germany, the home of that school, Savigny, Ihering and Hegel, all attempted this task from varying standpoints and with varying success. In Ancient Greece Plato, in the "Laws," makes a similar, if cruder, effort. The creed of this school is known as the "Law of Nature" doctrine; but it is based on the view that there is an ideal logical system of human relations which they call the "Law of Nature," of which Human Laws are an imperfect copy—which, however, is constantly improving itself and getting nearer to the ideal system. The Law of Nature, or the System of Reason, resembles the Newtonian Laws of Motion *in vacuo*: actual positive law resembles those laws when corrected by the principle of friction so as to adjust themselves to the actual situations of mundane life. Much ingenuity has been expended by the Transcendental Jurisprudents in trying to read into the existing legal concepts a transcendental or universal and rational meaning in the Cosmos. Hitherto, their work has been rather ignored in England, because it is felt to be too *à priori*. The Englishman prefers the solid, if homely, earth on which stands ordinary Descriptive Jurisprudence.

But now Professor de Montmorency has suddenly intervened with a very fascinating theory which has the apparent merit of uniting Descriptive and Transcendental Jurisprudence. He goes back to "Origins"—not of the childhood of Legal Institutions in historical times, but its birth out of natural conditions which were not laws at all, like the genesis of the child out of the germplasm *before* it is born—and tries to find out what happened when the semi-Anthropoid ancestors of Man, who had been animals, but had by some means changed into natural beings, suddenly created a grand new thing, a rule of human conduct enforced by a "taboo," for taboos are the origin of the "sanctions" which distinguish a law from a mere habit. He attempts to explain the continuity between physical laws of nature, biological laws of nature, and sociological laws of nature, which we call human law. He tries to show that each alike is simply the uniform occurrence of activity in accordance with certain universal principles; which are the same in essence all throughout Nature. He is even bolder; he attempts to formulate Three Laws of Human Activity corresponding to Newton's three Laws of Motion, and Mendel's Law of Heredity. And, in order to do so, he considers that Jurisprudence must become a branch of Anthropology; it must turn to all that the Anthropologist can tell us of the origin of Man out of the Brute, in order that we may get positive information as to the principles lying behind laws. In other words he tries to build a genetic bridge between Descriptive Jurisprudence, in the form of Historical Jurisprudence, on the one hand, and the Philosophy of Law on the other. Historical Jurisprudence carries back the task of description till we trace the childhood of Law in the Taboo. Transcendental Jurisprudence shows that the Laws of Nature and the Laws of Reason or Logic are identical, and that Human Law is an approximation to an ideal Law of Nature which embodies reason in such forms. Now, Anthropological Jurisprudence steps in and builds a bridge to connect these two: it tries to show why Taboo (and other primitive manifestations of law) suddenly came into existence when man became a rational being, in order to afford society a kind of protection which instinct had afforded the animal, but which reason is apt to destroy in a rational being.

To summarize Professor de Montmorency's three Laws of Human Activity is difficult in the brief space we possess: still less can we criticise them. Put shortly, they come to this. First, every man *as an individual* is always attempting to make his social group adopt a rule of conduct, which will afford that group the maximum protection against a hostile environment. Secondly, *every social group* is trying to adopt rules of conduct which will ensure the maximum stability or solidarity of action in the group. Thirdly, the *State as a whole* is subject to rival efforts of all the social groups composing it (Classes, Guilds, Totems, Corporations, Classes, Churches, Parties and the like) to impose on the State the rules of State-conduct which will ensure each group the maximum protection against the others. These three Laws, one of which fixes the activities of individuals, a second that of groups, a third that of the State, explain how a Law of Nature as a complete system comes into being in the shape of rules attempting to bring about "equilibrium" or "least action" in the reciprocal activities of those individuals and groups. But here we despair of exposition, and must refer the enquirer to Professor de Montmorency's brilliant pages.

Reviews.

International Law.

THE PRINCIPLES OF INTERNATIONAL LAW. By T. J. LAWRENCE, M.A., LL.D., Member of the Institute of International Law, Honorary Fellow of Downing College, Cambridge, Rector of Upton Lovel, &c., &c. Seventh edition, revised by PERCY H. WINFIELD, LL.D., Fellow and Law Lecturer of St. John's College, Cambridge, Barrister-at-Law. Macmillan & Co. Ltd. 20s. net.

The new edition of this leading work on International Law, which Dr. Lawrence unfortunately did not live to prepare, has fallen into the sympathetic and competent hands of Dr. Winfield. One of the chief tasks of any writer on this subject at the present time is to estimate the operation and influence of the League of Nations, and Dr. Winfield says of Dr. Lawrence's work: "His attitude towards the effects of the catastrophe of 1914 had on broad general lines been indicated in the lectures which he delivered during the war. He never wavered in his belief in the system which he had so faithfully taught in his long and distinguished academic career, and he earnestly supported the nascent League of Nations, which lost in him a wise and fearless champion." To the general scheme of the League Dr. Winfield devotes the greater part of his preface, and he describes it more in detail in Chap. VIII on "Peace and the Means of Preserving Peace." It is placed there, however, under the head of "Arbitration," and so has no separate mention in the Table of Contents. But the Covenant stands for the Rule of Law under the administration of the Permanent Court of International Justice, and this implies much more than arbitration. Dr. Winfield's own comment on it is: "The League of Nations has already achieved results by no means despicable. It will do still better when it gets stronger official backing from the more powerful of the States that are members of it, when it comprehends all civilized States that are not at present included, and when public opinion is better educated in the direction which has been indicated"; that is, to understand that the object of the League is to prevent all war other than police war, and to promote international social and economic co-operation as intimately connected with the prevention of war. The thought of warfare between States should now be as extinct as warfare between towns. There is the better way of law, guarded by the common consent of all men of goodwill of whatever nation, but this goal is not yet:

> "Long sleeps the summer in the seed;
> Run out your measured arcs and lead
> The closing cycle rich in good."

The exact nature of International Law—whether strictly it is law or not—has been the subject of controversy; not, indeed, that anyone really doubts its nature, but that, unless it is administered and enforced by a sovereign power, it cannot be brought within Austin's conception of law, a conception which Dr. Lawrence said, "may be traced back at least as far as Jean Bodin, the great political thinker of the sixteenth century, and even still further to mediæval canonists anxious for the aggrandizement of phpal power." But if, it is added, "we are content with the definition of Richard Hooker, the great Elizabethan divine, who spoke of law as 'any kind of rule or canon whereby actions are framed,' we may apply the term to those regulations concerning international conduct which meet with general acceptance among civilized communities." Thus International Law means "the rules which guide States in their mutual intercourse," a practical definition which still leaves plenty of matter for discussion as to the sources of these rules. This forms the subject of the second Chapter, "The History of International Law," including an account of the famous Maritime Codes of the Middle Age—The Laws of Oléron for the Atlantic coasts of Western Europe, the Leges Wisbuenses for the North Sea and the Baltic, and the Consolato del Mare for the Mediterranean; and then passing to the leading event in the establishment of International Law as a general system, the life and writings of Hugo Grotius, whose name has been taken for the Grotian Society, the latest association for the development of the science. All this introductory part of the book is very interesting and instructive.

Equally so is Chapter IV, "The Sources of International Law," viz. The Books of Great Publicists; Treaties; The Decisions of Prize Courts, International Conferences and Arbitral Tribunals; International State Papers other than Treaties; and Instructions issued by States for the Guidance of their own Officers and Tribunals. This concludes Part I. The other three Parts deal with the Law of Peace, the Law of War, and the Law of Neutrality. The discussions of the last two subjects contain interesting additions suggested by the recent war; in particular the chapters under "The Law of War," on Enemy Property on Land and Enemy Property at Sea. The former notices the "sequestration" applied during the war to enemy property, but omits to deal with the infringement of settled principles involved in the "Treaty Charge." Of that we have so often spoken that we need add nothing here. Prize Law and the jurisdiction of Prize Courts are discussed in the Chapter on Enemy Property at Sea, and "the Law of Neutrality" contains an interesting account of the various efforts which have been made to secure the safety of commerce during war. The high-water mark of advance was reached in the Declaration of Paris, but that did not go far enough for the United States, since it did not exempt private property at sea from capture, and this advance was lost during the war. In an interesting addition to the text, Dr. Winfield observes that it is difficult to say what the legal position of the Declaration now is. But with the introduction of submarines, and aircraft, and poison gas, and attempts to starve whole non-combatant populations, it is difficult to say that any restraints on warfare will in future exist. In that respect Europe has got back to the condition which evolved the *De Jure Belli et Pacis* of Grotius—"a license in making war of which even barbarous nations would have been ashamed." This may be only a temporary relapse, but the safest way is to replace recourse to arms by the Rule of Law, and such books as this, which Dr. Winfield has worthily edited, are among the influences which make for that result.

Equity.

AN ANALYSIS OF THE EIGHTEENTH EDITION OF SNELL'S PRINCIPLES OF EQUITY. With Notes thereon. By E. E. BLYTH, B.A., LL.D. (Lond.), Solicitor, Law Society's Clifford's Inn (First) Prizeman, Mich., 1878, etc., etc. Twelfth Edition. Sweet & Maxwell, Ltd. 10s. 6d. net.

The difference between law and equity is, as the student soon finds, mainly a matter of history. Law and equity, said Lord Ellesmere, C., in the *Earl of Oxford's Case*, 1615, 1 Rep. Ch. 1, have both the same end, which is to do right, but as long as the Courts of Law and the Court of Chancery preserved their separate jurisdictions, this end was pursued in different and often contrary ways. The notion, however, that equity was an elastic system, introducing new rules to suit particular circumstances, did not survive the settling of the doctrines of equity by the great judges who presided in the Court of Chancery down to and including Lord Eldon, and in the nineteenth century these doctrines had become as fixed as those of the common law—liable, indeed, like the latter, to development by judicial decision, but not liable to any sudden reversal or change: see Sir George Jessel's description of the modern rules of equity in *Re Hallett's Estate*, 1880, 13 Ch. D., p. 710. Then came the Judicature Acts with their misleading promise of the "fusion" of law and equity. In fact the fusion consisted only in the application of equitable doctrines in all courts alike, with a preference for equity over law where the two were at variance, and so little has the distinction been abolished that it is the foundation on which the new system of conveyancing under the Law of Property Act, 1922, rests. This system would have been impossible had it not been held that there is still the same distinction between legal and equitable estates and interests as before the Acts: *Joseph* v. *Lyons*, 1884, 15 Q.B.D. 280, 286.

For practical purposes, too, the distinction between law and equity is perpetuated by the assignment to the Chancery Division of the matters—such as trusts, administration of the estates of deceased persons, specific performance, mortgages—which were formerly within the jurisdiction of the Court of Chancery and Dr. Blyth's analysis of the principles of equity, which has been a welcome and useful help to many generations of students, is naturally arranged under these heads and under the doctrines which are applicable to them. The doctrines of conversion and reconversion,

famous in the history of equity, depend on the different devolution of real and personal estate on intestacy, and will disappear with the impending abolition of this distinction. But in general the doctrines are based upon permanent principles affecting property. The present book, of course, is only an outline of the subject and it assumes that the student is engaged at the same time on "Snell"; but it summarizes the larger work more effectually than he might be able to summarize it in his own notes and saves his time. The chapter dealing with Mortgages is very clearly expressed, and the impending change under the Law of Property Act, 1922, is noted, by which all fee simple mortgages will become term mortgages. But the description, at p. 137, of the Courts (Emergency Powers) Acts, as restricting the rights of mortgagees, is likely to be puzzling to a student. If introduced at all—which surely was unnecessary—it should have been stated, not in the present tense, but as a thing of the past.

Income Tax.

THE PRACTICE AND LAW OF INCOME TAX AND SUPER TAX. By WM. SANDARS, Administrator of Income Tax, Guernsey, and formerly Inspector of Taxes, &c. Third Edition. Butterworth & Co. 21s. net.

Mr. Sandars writes with experience of the settlement of income tax questions, and it is the practical treatment of the subject which is the leading characteristic of his book. In particular is this seen in Chap. III, in which he treats of the assessment of profits under Sched. D. Here difficulties specially arise from the ascertainment of what are deductible expenses, and from the nature of the particular subjects of taxation, such as breweries, clubs and insurance companies. These—both the deductible expenses and the particular concerns—are arranged in alphabetical order, and it is easy, therefore, for the practitioner to find the rules adopted in practice in the case on which he requires information. A good example will be found in the full treatment of allowances for depreciation. Under r. 6 to Cases 1 and 2 of Sched. D, "such deduction may be allowed as the Commissioners having jurisdiction in the matter may consider just and reasonable, as representing the diminished value by reason of wear and tear during the year" of machinery or plant. "Just and reasonable" is an elastic expression, but it is explained for various cases in practice by definite rules which Mr. Sandars gives. Thus, at p. 177 will be found the authorized *primâ facie* rates of depreciation for shipping, and at pp. 180 *et seq.*, the rates for plant used in a large number of manufactories. The deductions which are allowed in brewery businesses are very fully discussed, with special reference to the leading case of *Usher's Wiltshire Brewery Co.* v. *Bruce*, 1915, A.C. 433. Attention may also be called to the statement in Chap. IV of the methods to be followed in the Preparation of Returns and Accounts. Of course, a proper return is an advantage both to the taxpayer and to the officials, and in ordinary cases it enables the assessment to be made without troublesome correspondence. The work of the tax officials would, indeed, be impossible unless the greater number of returns could be accepted without investigation. The book will be useful both to lawyers and accountants.

Legal Diaries.

THE SOLICITORS' DIARY, ALMANAC AND LEGAL DIRECTORY (with which is incorporated the Legal Diary), 1924. Edited by ROBERT CARTER, Solicitor. Eightieth year of publication. Waterlow & Sons, Ltd. In various forms from 8s. to 12s. 6d.

THE LAWYER'S COMPANION AND DIARY, AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1924, with Tables of Costs, Stamp Duties, etc., etc. Edited by E. LAYMAN, B.A., Barrister-at-Law. Seventy-eighth Annual Issue. Stevens & Sons, Ltd. Shaw & Sons Ltd. 7s. 6d. net.

SWEET & MAXWELL'S DIARY FOR LAWYERS FOR 1924. Thirty-second edition. Edited by FRANCIS A. STRINGER, late of the Central Office, Royal Courts of Justice, and PHILIP CLARK of the Central Office. Sweet & Maxwell, Ltd; Manchester: Meredith, Ray & Littler. 6s. 6d. net.

THE LAWYER'S REMEMBRANCER AND POCKET BOOK. By ARTHUR POWELL, K.C. Revised and edited for the year 1924 by W. S. JONES, Solicitor, of the Chancery Registrars' Office. Butterworth & Co. 5s. net.

These Diaries and Remembrancer have been so long before the profession that it is unnecessary to do more than note their appearance for the new year. The two named first include lists of barristers and of town and country solicitors, but the alphabetical list of all country solicitors, which was formerly a useful feature, we do not now find; and it would be useful to have a list of past Presidents of the Law Society and the names of the Committees of the Council. The Solicitors' Diary, we note, gives the members of the Council and the various officials. But there is much miscellaneous information as to death duties, stamps, Acts of Parliament, directions as to registration, and forms of oaths, and so on, which it is essential for the practitioner to have at hand. And additional useful matter of this kind—such as Conveyancers' Stamp Duties from 1804 onwards, trustee investments in Colonial Stocks, and interest tables—as well as very full information as to the courts in London and the country, is given in Sweet & Maxwell's Diary. The Lawyer's Remembrancer and Pocket Book compresses much of this information into small compass, with concise diary spaces, and can be easily carried in the pocket.

Books of the Week.

Cardinal Rules of Legal Interpretation. Collected and arranged by EDWARD BEAL, B.A., Barrister-at-Law. Third edition. By A. E. RANDALL, Barrister-at-Law. Stevens & Sons, Ltd. 40s. net.

Minnesota Law Review. Journal of the State Bar Association. December, 1923.

Correspondence.

Transfer by an Executor to Himself.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I see in a case *Re Hackney Pavilion, Limited*, 1923, W.N. 316, a statement that an executrix executed a transfer of 3,333 shares from herself, as executrix, to herself, in her individual capacity, and tendered this for registration. She had previously registered the probate of her testator, and had received dividends from the Company. The Company's Article 26 was practically identical with Clause 22 of Table A, which gives a person entitled on a death the right to be registered himself or to make such a transfer as the deceased could have made.

I pass a great many transfers, and frequently receive from solicitors of standing transfers such as that just described, and I generally point out that a transfer by a man to himself nakedly appears to be inoperative, and suggest that it should be withdrawn, and a request for registration, which attracts a duty of sixpence only as an agreement to be bound by the articles, be substituted. Sometimes I am thanked for doing this, and sometimes I am told that my law is all at fault, and that a transfer by A as executor to A as an individual is quite regular and must be passed. Several of the big banks and insurance companies are of this opinion too.

It seems to me that Section 50 of the Conveyancing Act, 1881, does not help at all, nor do I know of any authority for the practice adopted in *Hackney Pavilion*. It seems clear that a man cannot sue himself, and I do not see how, without the intervention of a second party, anything can be done under the Statute of Uses till abolished under the hovering legislation, as that statute does not extend to shares. Section 50 does not touch the point of a conveyance by a man to himself, but only to a man to himself jointly with another, and expressly refers to things in action.

Can you enlighten me with any authority for an executor transferring shares from himself, as executor, to himself as an individual, as I get so many of these cases that I think I may be ignorant on the point?

E. T. HARGRAVES.

80, Coleman-street,
London, E.C.2.
28th December.

[See under "Current Topics."—ED. *S.J.*]

It is anticipated, says *The Times*, that there may be some delay in the concluding stages of the proposed liquor treaty between Great Britain and the United States. This does not imply that any objection is raised in this country to the slight alterations suggested by the Washington Government in their last note. The British proposal that no mention whatever of a "twelve-mile limit" shall be made in the text of the treaty has been accepted, and American revenue cutters will, it is understood, simply have the right to chase rum-runners for a brief period of time beyond the three-mile limit of territorial waters. This proposal, however, is substantially different from the arrangement which was submitted to and approved by the Imperial Conference last autumn, and it will, therefore, presumably be thought desirable to inform the Dominions of the latest amendments before definitely accepting them.

CASES OF LAST SITTINGS.

House of Lords.

UPTON v. GREAT CENTRAL RAILWAY. 18th December.

WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF THE EMPLOYMENT—WORKMAN RETURNING FROM WORK—SLIPS AND FALLS ON PLATFORM—INJURY TO KNEE—SEPTICÆMIA INTERVENING.

A workman employed by a railway company on his way home, after his work was done, slipped while hurrying along a wet platform to catch a train, and fell, causing an injury to his knee, from which ultimately death supervened. The platform was wet after rain, but not slippery.

Held, that the accident was one arising out of the employment, and therefore the employers were liable.

This was an appeal from a decision of the Court of Appeal, 67 SOL. J. 765, affirming an award of the judge of the Ashton-under-Lyne County Court. The applicant was the widow of a foreman labourer in the employ of the company. In September, 1922, he went to work on a water main, and after finishing his work he arrived at the railway station on his way home, and no question was raised as to his being at that time in the course of his employment. It was a wet and windy morning, and when the train came in he hurried across the platform, slipped, fell, injured his knee, and blood poisoning supervening, he died. The county court judge held that the platform though wet was not slippery, and made an award in favour of the employers. The award was affirmed by a majority of the Court of Appeal, who held that the accident, although it happened in the course of the employment, did not arise out of the employment, as there was no causal relation between the employment and the accident.

Lord HALDANE, after stating the facts and holding that the accident arose in the course of the employment, said that the real question was whether the accident arose "out of" the employment. That the workman might have avoided slipping if he had exercised more care might possibly be true, but unless the injury could be attributed to serious and wilful misconduct on his part, which was not alleged, compensation could be claimed. Moreover, his carelessness could not bar the claim because death had ensued. Section 1 of the Act puts this beyond question. The only issue which was open was whether an accident like this, whether avoidable or not, was one arising out of the employment in the course of which it was caused. Now the expression "arising out of" no doubt imports some kind of causal relation with the employment, but it did not logically necessitate direct or physical causation. If there had been a hole or an unusually slippery place on the platform which gave rise to the fall, that would have been a plain illustration of direct and physical causation, but the statute did not prescribe such causation as this as being required before a claim could arise. The right given was no remedy for negligence, but was rather in the nature of an insurance of the workman against certain sorts of accidents. The Legislature appeared to have provided that he was to be insured against certain injuries by accident which might happen to him, provided they arose out of the conditions under which he was employed. That the accident should have arisen out of his fulfilment of those conditions seemed to be all that was required to establish the only kind of causation that was demanded. Looking at the object of the statute, the kind of causal relation required was satisfied by cases in which there had been injury by accident arising out of what the workmen had to do, merely because of the conditions of his employment, as distinguished from being directly or physically caused by it. It was not easy to lay down with precision how far such conditions might extend. The mere fact that they had arisen in the course of the employment was not in itself sufficient. They must be such that the accident had some sort of causal relation with them, although not necessarily an active physical connection. If in the course of his employment the workman met with injury by an accident which had arisen directly out of circumstances encountered, because to encounter them fell within the scope of the employment, compensation might be claimed. His own negligence might have been a contributory factor, but if his death had resulted such negligence was immaterial. Active physical causation was not required to satisfy the expression "arising out of the employment." Here the man was crossing the platform in fulfilment of the implied direction of his employers. He might have been more careful, but no such negligence was in law sufficient to take his case outside the statute. So far, therefore, as the question was one of principle, the accident plainly arose out of the conditions of the employment. So far as the authorities were concerned, they were up to 1917 in a state which disclosed considerable difference of judicial opinion as to the kind of causation required. But in that and subsequent years decisions had been given in which the state of the authorities had been reviewed and in which certain principles had been authoritatively laid down. Among those decisions were *Thom* v. *Sinclair*, 1917, A.C. 127; *Stewart* v. *Longhurst*, 1917, A.C. 249; *Dennis* v. *White*, 1917, A.C. 479, and *Davidson* v. *M'Robb*, 1918, A.C. 304. He thought that the interpretation which he had placed on the language of the statute with reference to the kind of causal relation required, whether or not it was wholly consistent with some of the earlier interpretations here and in Scotland, was at least in harmony with the views authoritatively expressed in this House in the decisions quoted, and in others which followed them later. He was therefore of opinion that the decision of the majority of the Court of Appeal should be reversed, and that the case should go back to the county court for entry of an award for £300, the amount agreed by the respondents in case they should be held liable.

The other noble and learned lords gave judgment to the same effect.—COUNSEL: *W. Shakespeare* and *M. Berryman*; *Barrington Ward* and *H. Beazley*. SOLICITORS: *Pattinson & Brewer*; *Thomas Chew*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

In re **SPEIR: HOLT** *v.* **SPEIR.** No. 1. 18th December.

WILL—CONSTRUCTION—BEQUEST OF "DIVIDENDS BONUSES AND INCOME" OF SHARES TO LIFE TENANT—CAPITALISED PROFITS—ISSUE OF BONUS SHARES IN LIEU OF CASH BONUS—WHETHER PROPERTY OF TENANT FOR LIFE OR REMAINDERMAN.

A bequest of the "dividends bonuses and income" of shares in a company to a life tenant does not entitle him to have transferred to him, as his own property, bonus shares issued by the company in respect of capitalised profits. Such shares, when issued by the company in the form of capital, have been held in Bouch *v.* Sproule, 36 W.R. 193; 12 App. Cas. 385, *as between tenant for life and remainderman, to be capital, and not income, and, therefore, the gift to the tenant for life of "bonuses" carries cash bonuses, but not bonus shares issued in the form of fresh capital.*

Decision of P. O. Lawrence, J., 1923, W.N. 274, *reversed*.

By her will, dated 17th September, 1917, Mrs. Speir bequeathed to her trustees 300 ordinary shares of £5 each in the Lancaster Steam Coal Collieries Limited, upon trust to pay the "dividends bonuses and income" of those shares to Robert Speir and Jane his wife during their lives, and thereafter to the survivor during his or her life, and after the death of the survivor, upon trust for the Harrogate Infirmary. The testatrix died in 1918 possessed of 700 shares in the company. In 1919 the company passed resolutions to increase the capital of the company by distributing in the form of bonus shares the reserve fund and undivided profits, amounting to £634,980. The 300 £5 shares passing under the bequest had at that date been converted into 1,500 £1 shares, and in pursuance of the resolutions the trustees received 9,000 £1 bonus shares as the proportion to which the 1,500 shares entitled them. They sold the bonus shares at a premium, and invested the profits, paying the income to the life tenants. Robert Speir died in 1922, Jane Speir being his executrix and sole legatee, and this summons was taken out to determine whether, under the will of the testatrix, the bonus shares ought to have been transferred to the tenants for life, or whether they were capital, in which the defendant Jane Speir only had a life interest.

P. O. Lawrence, J., held that the shares being issued in satisfaction of a cash bonus, passed to the tenants for life under the gift to them in the will of "dividends bonuses and income."

The Harrogate Infirmary appealed. The Court allowed the appeal.

Sir ERNEST POLLOCK, M.R., said that, looking at the words of the will, they seemed to be intended to relate to the income or the produce of the shares. The question was whether they could agree with the finding of P. O. Lawrence, J., that these shares represented a cash bonus, and were not, as they seemed, a distribution of capital. He (the Master of the Rolls) had come to a different conclusion. To him, it seemed that the right passage in the authorities to follow was in the judgment of Lord Watson in *Bouch* v. *Sproule*, *supra*, where, dealing with a somewhat similar capitalisation of profits, Lord Watson said (12 App. Cas., at p. 402): "It was undoubtedly within the power of the company, by raising new capital to the required amount, to set free the sums thus spent out of the reserve fund and undivided profits for distribution amongst the shareholders. It was equally within the power of the company to capitalise these sums by issuing new shares against them to its members, in proportion to their several interests." As there pointed out, it was the conduct of the company which determined whether the shares were capital or income. In *Inland Revenue Commissioners* v. *Blott*, 65 SOL. J.

642; 1921, 2 A.C., at p. 188, Lord Haldane said: "The transaction in the present case was one in which the company was in law dominant on the question whether the money in question was to be capital or income for all purposes, and I do not think that in the circumstances of this case the respondent received any income or profits at all." Lord Finlay, in that case, had relied upon *Bouch* v. *Sproule*, *supra*, and Lord Cave said (1921, 2 A.C., at p. 200): "The transaction took nothing out of the company's coffers, and put nothing into the shareholders' pockets; and the only result was that the company, which before the resolution could have distributed the profits by way of dividend or carried it temporarily to reserve, came thenceforth under an obligation to retain it permanently as capital. It is true that the shareholder could sell his bonus shares, but in that case he would be realizing a capital asset producing income, and the proceeds would not be income in his hands." Applying that test, it seemed that what was done by the company was to make a distribution, not of cash representing undivided profits, but a distribution of capital, and therefore these bonus shares must be regarded as a distribution of capital, and not as income, and if the Court were right in the view they were taking of the words "dividends bonuses and income" they did not include this distribution. It had been argued that they must include it, because otherwise the words "dividends and income" would have been sufficient, but considering the matter as carefully as possible, it seemed to him (the Master of the Rolls) that this was a distribution in the nature of capital, and that the shares did not pass to the tenant for life.

WARRINGTON and SARGANT, L.JJ., delivered judgments to the same effect.—COUNSEL: *F. K. Archer*, K.C., and *Horace Freeman* for the appellants; *Jenkins*, K.C., and *McMullen* for the respondent (Jane Spicer); *Dighton Pollock* for trustees of the will. SOLICITORS: *Collyer-Bristow & Co.* for *Tilley & Paver-Crow*, Harrogate; *Dinn & Son* for *W. R. & R. Gibson*, Newcastle-on-Tyne.

[Reported by G. T. WHITFIELD HAYES, Barrister-at-Law.]

High Court—Chancery Division.

SCHILLER *v.* **PETERSEN & CO. LIMITED.** Eve, J. 19th November.

MORTGAGE—ACTION TO ENFORCE SECURITY—PROVISO FOR REDEMPTION ON FORMATION OF A COMPANY "WITHIN SIX MONTHS" AFTER PEACE—LUNAR OR CALENDAR MONTH—COMPANY IN FORM BUT NOT IN SUBSTANCE.

There is no established rule that in all transactions arising out of mortgages a month means a calendar month. A mortgage provided that if a company were formed within six months, to acquire the mortgaged premises, the mortgagee would accept debentures in the company in discharge of his debt, and would reconvey the premises. A company was formed within six calendar months, but not within six lunar months, with a capital of £10,000, of which only £10 was paid up, it had no intention of carrying on business, and had no substantial undertaking.

Held, that no company had in substance been formed, nor had the condition been fulfilled within the time limited.

This was an action by the plaintiff as mortgagee to enforce his security, and raised two questions, (1) whether or no a company had been formed, and (2) whether "month" meant lunar or calendar month. By a mortgage dated 9th March, 1917, the defendants as mortgagors, in consideration of the sum of £5,000 paid by the mortgagee, covenanted to pay the same to the mortgagee on 9th September then next, with interest at 6 per cent., and so long as any principal sum remained due to pay interest half-yearly on 9th March and 9th September in every year; and by the same indenture the mortgagors conveyed to the mortgagee certain lands in the parish of Altarnun, in the county of Cornwall, and all mines and minerals in or under the same, subject to a proviso for redemption. The mortgage also contained a proviso that if the interest was duly paid on the principal sum the mortgagee would not call it in, "provided also that in case a company shall be formed with limited liability within six months of the declaration of peace, and which company shall acquire the said premises," then the mortgagee at the request of the mortgagor, would accept first mortgage debentures of the company for the sum of £5,000 (such debentures to comprise the whole issue and to be a first charge by way of floating security on the undertaking of the company) in full satisfaction and discharge of the principal money, and would forthwith reconvey the said premises to the mortgagors. The defendants had not paid interest since March, 1922. The declaration of peace was on 31st August, 1921. Within six calendar months, but five days after the expiration of six lunar months from the declaration of peace, a company with limited liability was formed, and registered by the defendants with a capital of £10,000, and the defendants agreed to sell the land to the new company for £9,000 to be satisfied by allotment of mortgage debentures for £5,000, but the plaintiff refused to execute this conveyance or to accept the debentures. The company was admitted not formed with the intention of carrying on any business its paid-up capital was some £10, and it had no substantial "undertaking" on which to give a charge. The plaintiff claimed payment or foreclosure.

EVE, J., said that, apart from all motive and all form, he could not bring himself to hold that what the defendants had done was a successful expedient for freeing them from their liabilities under the covenant, and as a matter of construction he held that the proviso, though complied with in form, had not been complied with in substance, and therefore that defence to the action failed. Assuming, however, that the formation of the company was sufficient compliance with the proviso was the company incorporated within the specified six months? Did that mean lunar or calendar months? The defendants said that this was part of a mortgage transaction and that there was an established rule that in such transactions the word month was to be read as calendar month and not as lunar month. In Davidson's Conveyancing, Vol. ii, p. 309, it was stated in a note that "month" is *primâ facie* a lunar month, but in mortgage transactions it means a calendar month. But his Lordship did not think that Mr. Davidson committed himself to the opinion that in all transactions arising out of mortgages, a month meant a calendar month. He could not adopt the view that there was any general rule by which mortgage transactions were put upon a different footing from other contracts, and he was supported in that view by the judgment of Farwell, J., in *Brunner* v. *Moss*, 1904, 1 Ch. 305, where he said that words must have their ordinary meaning unless the context showed that a secondary meaning was intended. Here there was no context which warranted him in attaching to the words "six months" the meaning of "six calendar months." He held, therefore, that the company was not formed, and the condition was not fulfilled, within the limited time. On both grounds the defence failed, and the plaintiff was entitled to the relief claimed.—COUNSEL: *Cave*, K.C., and *A. L. Ellis*; *Clayton*, K.C., and *Cecil Turner*. SOLICITORS: *May, Chiver, May & Deacon* for *Cowlard, Grylls & Cowlard*, Launceston; *Maxwell & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

BRITISH THOMSON-HOUSTON CO., LIMITED *v.* **BRITISH INSULATED AND HELSBY CABLES, LIMITED.**
Russell, J. 14th-30th November and 4th December.

PRACTICE—EVIDENCE—ADMISSIBILITY OF ORAL TESTIMONY GIVEN IN ACTION AGAINST A IN SUBSEQUENT ACTION BY SAME PLAINTIFF AGAINST B—ADMISSIBILITY OF CASE TO LODGE IN FIRST ACTION—DOCUMENT IN THE NATURE OF A PLEA.

Oral testimony, given on behalf of a litigant in a litigation against B, is not admissible as evidence against such litigant in a litigation against B.

Birchell *v.* Hulse, 1837, 7 A. & E. 454, *applied*.

Richards *v.* Morgan, 1863, 33 L.J., Q.B. 114, *distinguished*.

A case lodged when an action goes to the House of Lords, although not strictly a plea, is a document in the nature of a plea, and its statements in it, although binding on the party making them for all purposes in the case, ought not to be regarded in any subsequent action as admissions.

This was an action for an injunction to restrain the defendants from infringing the plaintiffs' patent No. 23499 of 1909, being an invention for "improvements in and relating to the treatment of tungsten to facilitate working." It was pleaded by the defendants that the patent was invalid because at the date of grant the alleged invention was not new and relied upon a patent of the plaintiffs of 1906. It was admitted by counsel for the plaintiffs that in an action for the infringement of the 1906 patent against Duram, Ltd., 1918, 35 R.P.C. 161, they had contended that by following the directions given in the 1906 patent a filament of drawn tungsten wire could be obtained, and in support of that contention they had called several expert witnesses. In this action the plaintiffs alleged that it was impossible by following the 1906 directions to obtain a filament of drawn tungsten wire, and called expert witnesses to prove this. They did not call any of the experts they had called in the previous case. The defendants now put forward two claims. First, that they were entitled to read the evidence of the expert witnesses called in the Duram case, because the putting forward of that evidence was an admission by conduct that the evidence so given was true, that is to say, that such evidence constituted *primâ facie* evidence which was admissible even if such evidence did not estop the plaintiffs from calling other evidence; and secondly, that they were entitled to read as evidence; against the plaintiffs the case lodged by them when the Duram case went to the House of Lords.

RUSSELL, J., after stating the facts, said: The plaintiffs admit what their contention was in the Duram action, but I have to consider whether the oral evidence called to establish that contention is admissible in this action. Oral evidence and written do not stand upon the same footing. In the former case a litigant who calls a witness expects him to give certain evidence, but it is quite possible for a witness to give evidence contradictory of that expected of him. In the latter case a litigant puts forward the evidence with full knowledge of its effect and contents, and by his conduct in putting it forward may be taken to admit the truth of it. In *Birchell* v. *Hulse, supra*, Lord Denman drew a clear distinction between the case where the evidence brought forward is known beforehand, and evidence at *nisi prius* which he says does not bind the party calling the witness. This distinction was approved in *Gardner* v. *Moult*, 1839, 10 A. & E. 464, where Patteson, J., said it was a sound one, and he did not intend to depart from it. In *Richards* v. *Morgan, supra*, Cockburn, C.J., and Crompton, J., held that a deposition used by a party to a suit in Chancery to prove particular facts was admissible as primary evidence of the same facts against the same party in an action by a stranger. In that case also, Crompton, J., pointed out that using an affidavit or deposition with knowledge of its contents is the ground on which such evidence is receivable, but that there is an exception in the case of oral testimony. Blackburn, J., refused to admit the document at all, but was of opinion there was no distinction in principle between the case of oral and that of written testimony. Cockburn, C.J., was in favour of admitting the evidence, but was of the same opinion as Blackburn, J., as to there being no distinction in principle between oral and written testimony. But the decision in *Richards* v. *Morgan, supra*, is a decision to admit a written document, and, as a decision, does not affect the distinction laid down in the earlier cases as to the distinction between oral and written testimony. No case has been cited where oral testimony on behalf of a litigant in a litigation with A has been admitted as evidence against him in a litigation with B on the footing of an admission by counsel. As there is no decision that forces one to admit the evidence, and as I consider it undesirable to extend a rule which may lead to great inconvenience, I rule that it is inadmissible. As to the defendants' claim to read as evidence against the plaintiffs the case lodged by them when the Duram action, *supra*, went to the House of Lords, I am of opinion that the case, although not strictly a plea, is a document in the nature of a plea, and the statements in it, although binding on the party making them for all purposes in the case ought not to be regarded in any subsequent action as admissions.—COUNSEL: *Sir Arthur Colefax*, K.C., *J. Hunter Gray*, K.C., *Whitehead*, K.C., *Trevor Watson*; *Sir Duncan Kerly*, K.C., *Courtney Terrell*, *R. Stafford Cripps*, *D. H. Corsellis*. SOLICITORS: *Bristows, Cooke & Carpmael*; *H. C. Morris, Woolsey, Morris & Kennedy*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

R. v. SUSSEX JUSTICES: *ex parte* McCARTHY. 9th November.

JUSTICES—DEPUTY CLERK—PARTNER IN FIRM OF SOLICITORS ACTING IN PENDING CIVIL PROCEEDINGS FOR ONE OF THE PARTIES TO THE POLICE COURT PROCEEDINGS—ACTING CLERK PRESENT AT CONSULTATION OF JUSTICES AFTER RETIREMENT—INCONSISTENT DUTIES—WAIVER.

A solicitor, who is a member of a firm which is acting for the proposed plaintiff in civil proceedings which are about to be instituted against a person who has been summoned before the magistrates in respect of the same circumstances as those with regard to which the civil proceedings are being instituted, cannot, even though he act with strict impartiality, properly be required to occupy the position of justices' clerk during the hearing of the proceedings before the magistrates, unless any objection to his occupying that position has been waived.

Rule *nisi* for writ of *certiorari*. This application, made on behalf of the driver of a motor car, was that a conviction by Hastings justices for dangerous driving might be quashed. The ground of the application was that the deputy justices' clerk, who was occupying that position in the absence of his brother, was a partner in a firm of solicitors (in which his brother also was a partner) which was acting for the proposed plaintiff in civil proceedings which were pending against the man against whom the proceedings before the magistrates had been instituted, and which arose out of the same circumstances. The deputy clerk had retired with the magistrates, but had taken no part in their consultation. It was stated on affidavit that he had displayed absolute fairness throughout the proceedings and had abstained from referring to the case; and that the justices were in no way biassed.

Lord HEWART, C.J., delivering judgment, said that he accepted the statements in the affidavit in answer to the rule. The question was not, however, whether the deputy clerk made any observation or offered any criticism which he could not properly have offered, but whether he was so related to the case in the civil matter as to be unfit to act for the justices in the police court proceedings. The rule was that nothing must be done which might even create a suspicion that there had been an interference with the course of justice. The deputy clerk was connected with the case in such a way that it was right that, when he retired with the justices for their consultation, he should abstain from referring to the case at all. That being so, his position was such that, if called upon, he could not have properly discharged his duties as clerk. On the facts it appeared that there had been no waiver of objection by the applicant. The rule must, therefore, be made absolute and the conviction must be quashed.

LUSH and SANKEY, JJ., agreed.—COUNSEL: *Russell Davies*; *H. D. Samuels*; *W. T. Monckton*. SOLICITORS: *Pettitt & Ramsay*, for *Langham, Son & Douglas*, Hastings; *W. C. Crocker*; *Taylor, Willcocks & Co.*, for *F. Lawson Lewis*, Eastbourne.

[Reported by J. L. DENISON, Barrister-at-Law.]

AKTIESELSKABET DAMPSKIBSSELSKABET "PRIMULA" (in Liquidation) *v.* GEORGE HORSLEY AND CO. LIMITED.
Greer, J. 17th, 18th and 19th October.

SHIP—CHARTER-PARTY—CARGO TO BE TAKEN FROM "ALONGSIDE"—CUSTOM OF PORT.

A charter-party provided that the cargo was "to be brought to and taken from alongside the steamer at the charterers' risk and expense as customary."

Held, in a case relating to the unloading of a cargo at Sunderland, that no local custom had been established rendering it possible to say that the goods were not "alongside" until they had been conveyed to a dumpage ground clear of certain lines of railway on that portion of the quay at which the vessel was berthed, and that the owners were not liable for the cost of conveying the goods as far as the dumpage ground.

In 1919 a vessel, of which the plaintiffs were the owners, was chartered by the defendants to convey a cargo of pit props to Sunderland. In this action the plaintiffs claimed a sum as balance of freight under the following circumstances. By a clause in the charter-party it was provided as follows: "The cargo to be . . . taken from alongside the steamer at charterers' risk and expense as customary." It was also provided that the shipowners should, for the discharge of the cargo, employ the charterers' stevedores at current rates. The steamer was discharged at Sunderland and the charterers' stevedores were employed in the work of discharging. Owing to the existence of lines of railway on the quay at the point where the vessel was berthed, it was necessary, in order to prevent these lines from being obstructed, to convey the cargo to a dumpage ground at a point beyond them. The charterers sought to debit the owners with a sum representing the additional cost incurred in conveying the props as far as the dumpage ground. The owners brought the action to recover the sum, and the main point in dispute was the precise meaning of the word "alongside" in the charter-party. The defendants alleged a local custom to the effect that "alongside" meant the dumpage ground clear of the rails.

GREER, J., delivering judgment, said that in his view the defendants had failed to establish the custom which they alleged and had failed to establish that a special meaning was attributable to the word "alongside." If they had established the alleged custom, a meaning would have been given to the word "alongside" which, having regard to the case of *Palgrave Brown & Son Ltd.* v. *S.S.* "*Turid*," 66 SOL. J. 349; 1922, 1 A.C. 397, it could not bear. In his view the charter-party did not extend the ordinary obligation of shipowners, and the plaintiffs were entitled to judgment.—COUNSEL: *R. A. Wright*, K.C., *Le Quesne* and *Fenwick*; *Jowitt*, K.C., and *Clement Davies*. SOLICITORS: *Botterell & Roche*, for *Botterell & Roche*, Sunderland; *Trinder, Capron, Kekewich & Co.*

[Reported by J. L. DENISON Barrister-at-Law.]

PENRAE v. WILKINSON and Another. Bailhache, J. 26th October.

SALE OF GOODS—ACTION TO RECOVER PRICE—FOREIGN CURRENCY—DEPRECIATION—RATE OF EXCHANGE—DATE OF CONVERSION.

In an action by a plaintiff, who carried on business in France, for the balance of an account for goods sold and delivered, the question arose (the original price being in francs) as to the date on which the rate of exchange at which the goods should be paid for should be fixed.

Held, that the rate of exchange to be taken must be that prevailing on the date on which the debt became due and payable, and not that prevailing on the date of judgment in the action.

Uellendahl *v.* Pankhurst, Wright & Co., 67 SOL. J. 791; 1923, W.N. 224, *followed.*

Cohn *v.* Boulken, 64 SOL. J. 636 *not followed.*

Action. This action was commenced by a plaintiff, who carried on business in France, for the recovery of a sum of money due to him in respect of goods sold and delivered to the defendant. In October, 1921, the defendants agreed to purchase the goods for a sum slightly exceeding 10,000 francs, subject to certain deductions. This sum ought, according to the finding of the judge, to have been paid on 10th December, 1921. In April, 1922, the defendants paid the sum of £50, which, at the rate of 48 francs to the £, represented 2,400 francs. The plaintiffs sued to recover the balance, and the question for the decision of the Court was whether the rate of exchange for conversion of the francs into English currency should be taken as that prevailing at the date when the debt became due, or as that prevailing at the date of judgment in the action. The value of the franc had depreciated considerably between those dates.

BAILHACHE, J., delivering judgment, said that it was clear that, in actions for damages, in calculating the damages payable in English sterling the rate of exchange to be taken was that current at the date of the breach. An ingenious argument had been put forward by counsel for the defendants that, as the debt existed in francs until it was converted into sterling by the judgment, the conversion ought to be made according to the rate of exchange prevailing on the date of the judgment. His lordship could, however, not see any real difference between an action for debt and an action for damages for breach of contract in respect of the date on which the debt or damages ought to be converted into English currency. Atkin, L.J., in *Société des Hôtels Le Touquet Paris-Plage* v. *Cummings*, 66 SOL. J., 269; 1922, 1 K.B. at p. 465, said "But no case that I know of has yet decided what the position is when a foreign creditor, to whom a debt is due in his country in the currency of his country, comes to sue his debtor in the Courts of this country for the foreign debt. Much may be said for the proposition that the debtor's obligation is to pay, say, francs, and so continues until the debt is merged in the judgment which should give him the English equivalent at that date of those francs. It is a problem which seems to require very full consideration, and which I personally should desire to reserve." Rowlatt, J., in *Uellendahl* v. *Pankhurst, Wright and Co.*, *supra*, had decided the question in one way, and Acton, J., in *Cohn* v. *Boulken*, *supra*, had decided the question in the other way. It was very important that the rule as to the date for the calculation of the rate of exchange in actions of this nature should be certain. He therefore proposed to follow the decision of Rowlatt, J., and to hold that the rate of exchange for conversion into sterling was that on which the debt became due and payable. There must be judgment for the plaintiff.—COUNSEL: *du Parcq*; *W. T. Monckton* SOLICITORS: *Aylett & Gotto*; *Trotter, Goodhall & Patterson.*

[Reported by J. L. DENISON, Barrister-at-Law.]

BOURNE *v.* **LITTON.** Greer, J. 25th, 26th and 31st October.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—RESPONSIBILITY OF LANDLORD FOR PART ONLY OF REPAIRS—NOTICE TO INCREASE RENT—NO PRELIMINARY AGREEMENT AS TO AMOUNT, OR ASSESSMENT THEREOF BY COUNTY COURT JUDGE—VALIDITY—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, s. 2 (1).

A landlord, who was partly responsible for repairs, served on a tenant a notice of increase of rent under s. 1 (2) (*d*) *of the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920. *The amount of the increase had not been previously agreed upon between the landlord and the tenant, nor had an application been made to the county court judge for the determination of what was a fair and reasonable amount. In an action by the landlord against the tenant for possession owing to non-payment of rent alleged to be due.*

Held, that the provisions of the section had not been complied with, that the notice was invalid, that an alleged subsequent agreement would not have rendered it a valid notice, and that there must be judgment for the defendant.

The plaintiff, who was the owner of a house at Earls Court, London, claimed against the tenant possession, £33 5s. arrears of rent, and mesne profits from 25th December, 1922. The defendant became the tenant of the premises from 8th June, 1917, for one year commencing from 29th September, 1917, with an option to continue the tenancy for a further period of three years. By an agreement between the tenant and the predecessors in title of the plaintiff the tenancy was extended for a further period of one year until 29th September, 1922, and the tenant agreed, *inter alia*, to keep all gutters, stack pipes, water-closets, gullies, and cisterns clean and in good sanitary condition, and to keep in repair all window glass, sash lines, and internal pipes and taps, and also to maintain and keep in repair all venetian and other blinds. The plaintiff purchased the property in 1920, and it was assigned to him on 8th August, 1922. There was also a proviso for re-entry if the rent was in arrear. On the 24th August, 1922, the plaintiff sent a notice under para. (*c*) of s. 2 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, increasing the rent by 15 per cent., and also claiming an increase under para. (*d*) of that section. By s. (2) of that statute it is provided: "(1) The amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall, subject to the provisions of this Act, be as follows, that is to say":—[after providing under (*a*) for an increase in respect of improvements and structural alterations and under (*b*) for an increase in relation to any increase in the amount payable by the landlord in respect of rates.] "(*c*) In addition to any such amounts as aforesaid, an amount not exceeding fifteen per centum of the net rent . . . (*d*) In further addition to any such amounts as aforesaid (i) where the landlord is responsible for the whole of the repairs, an amount not exceeding twenty-five per cent. of the net rent; or (ii) where the landlord is responsible for part and not the whole of the repairs, such lesser amount as may be agreed, or as may, on the application of the landlord or the tenant, be determined by the county court judge to be fair and reasonable having regard to such liability." At the time when the claim was made for the increase under para. (*d*), no agreement as to the amount payable by way of increase had been come to between the plaintiff and no application had been made to a county court judge for the determination of the amount payable. Correspondence ensued between the plaintiff and his solicitors, and the defendant and the solicitors of the defendant, and it was alleged that this correspondence amounted to an agreement that the plaintiff should be entitled to increase the rent by fifteen per cent.

GREER, J., delivering judgment, said that the amount inserted in the notice had not been ascertained in accordance with the provisions affecting a landlord who was responsible for part and not the whole of the repairs, contained in s. 2 (1) (*d*) of the statute, as there had been no previous agreement as to the amount, and as no application had been made, in the alternative, to the county court judge for the determination of the amount. The notice was therefore invalid, and a subsequent agreement, such as that alleged to be contained in the correspondence if it amounted to an agreement, could not have the effect of rendering the notice valid. Such a notice could not be effective unless the steps required by para. (*d*) had been previously complied with. There must be judgment for the defendant.—COUNSEL: *G. W. Powers*; *Hilbery.* SOLICITORS: *Seatle & Morrison*; *Valpy, Peckham & Chaplin.*

[Reported by J. L. DENISON Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **KUTAS: REX** *v.* **JERICHOWER.** 29th October.

CRIMINAL LAW—RECEIVING—GOODS OBTAINED IN CIRCUMSTANCES AMOUNTING TO MISDEMEANOUR—CONSPIRACY TO DEFRAUD—GUILTY KNOWLEDGE—LARCENY ACT, 1861, 24 & 25 Vict. c. 96, ss. 91, 95—LARCENY ACT, 1916, 6 & 7 Geo. 5, c. 50, s. 33.

By s. 33 *of the Larceny Act*, 1916, "*Every person who receives any property, knowing the same to have been stolen or obtained in any way whatsoever under circumstances which amount to felony or misdemeanour, shall be guilty of an offence of the like degree.*" *The appellants, who were in the soft goods trade, bought from one, Sims, a large quantity of goods worth about* £15,000 *immediately after he had received them from the manufacturers. They bought them at prices far below their value and far below the prices which Sims had contracted to pay the manufacturers. Sims absconded without having paid for the goods, and he was subsequently adjudicated bankrupt. The appellants were convicted under s.* 33 *of the Larceny Act*, 1916, *of receiving the goods knowing them to have been obtained under circumstances which amounted to misdemeanour.*

Held, that s. 33 *of the Larceny Act*, 1916, *is more comprehensive than the corresponding sections* (91 *and* 95) *of the Larceny Act*, 1861, *and it is sufficient for the prosecution to prove that the goods in question had been obtained in circumstances which amounted to a conspiracy to defraud, and as there was ample evidence to show that the goods had been obtained in such circumstances, the conviction of the appellants was good.*

Appeals against conviction. The appellants were convicted at the Central Criminal Court on several counts of an indictment which charged them with receiving property, knowing the same

to have been obtained under circumstances which amounted to misdemeanour, contrary to s. 33 of the Larceny Act, 1916. The appellant Kutas carried on business as a general merchant in the City of London, and the appellant Jerichower was a buyer in the business. In August, 1921, the appellants made the acquaintance of one Hepden, a buyer, and one, Sims, his employer, who dealt in "soft goods," and had a place of business in Oxford-street, London. In the latter part of 1921, the appellants, in a series of transactions, bought from Sims about £15,000 worth of goods immediately after the latter had obtained them from the manufacturers. The goods had been obtained by Hepden and Sims from the manufacturers largely on credit, and the prices at which the appellants bought them were far below their real value, and far below those which Sims had agreed to pay the manufacturers for them. In December, 1921, Sims absconded owing about £38,000 for the goods, and in March, 1922, he was adjudged bankrupt on the ground of his so absconding. Hepden was arrested and convicted of conspiracy to defraud. The appellants were charged with receiving, on the ground that the circumstances in which Sims and Hepden obtained the goods amounted to misdemeanour; that the appellants, being in the trade, must have known that the prices which they paid for the goods were so absurdly low that the goods could not have been honestly acquired by the persons selling the goods at such prices; and that the number of transactions was so large that their cumulative effect must be to establish guilty knowledge on the part of the appellants that the goods were not honestly obtained by Sims and Hepden. It was contended on behalf of the appellants that there was no evidence of any offence by them against s. 33 of the Act of 1916, *supra*. It was contended that s. 33 of the Larceny Act, 1916, purported to be and was no more than a consolidation and a simplification of the corresponding provisions (namely, ss. 91 and 95) of the Larceny Act of 1861, and that, therefore, the Act of 1916 ought not to be construed as making any change in the law, and the words of s. 33 of the Act of 1916 should not be read as having any wider application than ss. 91 and 95 of the Larceny Act, 1861; and that the words "circumstances which amount to felony or misdemeanour" in s. 33 should be read as meaning circumstances which constitute a misdemeanour so made by the Act. By s. 91 of the Larceny Act, 1861, "Whosoever shall receive any chattel, money, valuable security, or other property whatsoever, the stealing, taking, extorting, obtaining, embezzling, or otherwise disposing whereof shall amount to a felony, either at common law or by virtue of this Act, knowing the same to have been feloniously stolen . . . or disposed of, shall be guilty of felony . . ." Section 95 contains a similar provision, but substituting the word "misdemeanour" for "felony."

Lord HEWART, C.J., delivered the judgment of the Court (Lord Hewart, C.J., Sankey, and Salter, JJ.), dismissing the appeal. The words of s. 33 of the Act of 1916 are much more comprehensive than those of ss. 91 and 95 of the Larceny Act of 1861. In s. 95 of the Act of 1861 the word "misdemeanour" is part of the phrase "made a misdemeanour by this Act." There are no such limiting words in s. 33 of the Larceny Act of 1916. Further, in s. 33 of the Act of 1916 are to be found the following comprehensive words: "in any way whatsoever under circumstances which amount to felony or misdemeanour." To give effect to the appellants' contention would deprive those words of any real meaning. To apply s. 33 of the Act of 1916 to the facts of this case, it is sufficient for the prosecution to show that the goods, which the appellants were charged with receiving with guilty knowledge, had been obtained in circumstances which amounted to a conspiracy to defraud, and to deceive the vendors of the goods. There being ample evidence of that, the appeal fails. Appeal dismissed.—COUNSEL: *Travers Humphreys; Comyns Carr*, and *J. G. Kelly*. SOLICITORS: *H. S. Baron; Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

Cases in Brief.

(*Continued from p.* 169.)

Rent Restriction.

[Under this head we propose to summarize the chief decisions on the Increase of Rent &c. Restriction Acts, which are still of practical importance.]

The new Rent Restriction Act of 1923, which has now been in force since 31st July, has not altered many of the essential principles on which the older Acts were based. It has merely made modifications in detail. The result is that many of the older cases, decided under former Acts, are still in force. The object of these notes is to select such cases, arrange them in logical order, and summarize their effect briefly.

PREMISES TO WHICH THE STATUTORY PROTECTION APPLY:—The question whether particular premises are within the Act usually depends upon the *quantum* of rent or rateable value applicable to them on the 3rd August, 1914. But these tests of value apply only in the case of a building which satisfies two conditions: (1) it must have been within the statutory limits of value on 3rd August, 1914, and (2) it must still remain the same building. If it has become substantially a new building, then it is not within the Act, unless the value at which it was first let *after reconstruction* is within the statutory limits.

At the crucial date for determining standard value there were in existence three adjoining houses which came within the Act of 1915. In 1918 the owner had obtained possession and had converted the three buildings into one factory. In 1920 he let this factory on a twenty-one years' lease for a rental of £700; this, of course, exceeded the aggregated rentals of the three dwellings in 1914. The lessee thereupon made two claims: (1) that the excess over the old standard rentals was illegal, and (2) that he was entitled to recover arrears already paid by virtue of s. 14 of the Rent Restriction Act, 1920. The Court of Appeal, however, affirmed the view of the Divisional Court that (1) the factory was a new building; (2) its standard rent was that at which it was first let in 1920, which exceeded the statutory limit [the Act then applied to places of business as well as to dwelling-houses], and (3) that therefore the premises were outside the statute altogether: *Phillips* v. *Barnett*, 1922, 1 K.B. 222, 66 S. J. 124 (C.A.).

LETTING OF TWO FLATS AT ONE COMBINED RENT:—A curious point which may easily arise again concerns the effect of the statute when, at the crucial date (3rd August, 1914), a number of small houses or flats were let under one lease or tenancy to a single tenant at an undivided rental. Section 12 (2) of the Principal Act of 1920, which is still in force for this purpose, applies the statute to "a house or part of a house let as a separate dwelling." It has been decided that this phrase distinguishes between two subject-matters to which the statute applies, namely: (1) a house, and (2) part of a house let as a separate dwelling. The adjectival phrase qualifies only the second of these disjunctive terms: *Woodefield* v. *Bond*, No. 1, 127 L.T. 204. It follows that, where two flats are let *as one dwelling*, not as separate dwellings, they are not within the Act unless the rental of the combined premises is such as to make it a "house" within the Act: *Rider* v. *Rollett*, 1920, W.N. 227, 36 T.L.R. 687.

THE TEST OF RATEABLE VALUE: NET OR GROSS:—The next question of importance that arises is the ascertainment of the test of rateable value. Does this mean "gross" or "net"? In other words, where gross rateable value, based on actual rental, is reduced by deductions for repairs or otherwise, so as to fix a net rateable value on which rates are in fact assessed, it is of vital importance to consider whether the larger or the smaller amount is the test of whether premises, excluded as regards rental, are within the statutory limits of protection. This point arose in circumstances which do not require description in detail; it arose under s. 12 (7) of the Statute of 1920, which provides: "Where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof, the Act shall not apply to that rent or tenancy . . . . and this Act shall apply in respect of such dwelling-house as if no such tenancy existed or ever had existed": *Waller* v. *Thomas*, 1921, 1 K.B. 541.

THE DOUBLE STANDARD OF VALUE:—The Act of 1923 adopts the double test of value applied originally in the Act of 1915, altered by that of 1919, but restored by the Act of 1920. Protection is afforded if *either* the standard rent or the rateable value does not exceed the prescribed limit, *i.e.*, £105 in the Metropolitan Police District, £90 in Scotland, and £78 elsewhere: s. 12 (2). This was the test of 1915, although the limits of value were then lower in the respective cases. But the Act of 1919, in the case of the higher-rented houses which for the first time were brought by its terms within the statutory limits of protection, adopted the reverse test; it excluded premises from the statute unless both standard rent and rateable value were within the limits. It is necessary to bear this historical accident in mind in dealing with two important cases, which otherwise might be regarded as still binding authorities by an unwary practitioner: they are still authorities for an important purpose, namely, the fact that standard rent is *primâ facie* that set out in the lease, whether or not it includes a composition for rates or repairs; but they are no longer examples of premises *not* within the Act on the ground that they did *not* satisfy the double standard of value. The cases in question are *Westminster and General Properties and Investment Company* v. *Simmons*, 1919, 35 T.L.R. 669; *Isaacs* v. *Tittlebaum*, 64 S.J. 223, 1920, W.N. 29.

THE DISTINCTIVE MARK OF A DWELLING-HOUSE:—A question which often arises in practice under the Acts concerns the mark by which, in a doubtful case, a "dwelling-house" is to be distinguished from "business premises"; the latter are no longer protected and always received a different kind of protection from the former. The tempting rule to apply in such cases is the criterion of "dominant purpose," and Mr. Justice Russell actually suggested this as the criterion, namely, that the dominant and principal user of the premises by the occupier is that of a dwelling or for business, as the case may be, in *Earle* v. *Bradley*, Estates Gazette, 8th October, 1921. This case has not been reported in the ordinary Reports, probably because in *Waller & Son, Limited* v. *Thomas*, 1921, 37 T.L.R. 325, Mr. Justice McCardie at once refused to follow it—a decision in which he was supported by Mr. Justice Bray in *Cohen* v. *Benjamin*, 1922, 39 T.L.R. 11. It is now well-settled in a series of cases, and generally accepted, that the real criterion is whether the premises are used as a dwelling-house: if they are so used, they are within the ambit of the statutory protection, whether or not they are business premises as well: *Ellen* v. *Goldstein*, 1920, 89 L.J., Ch. 586; *Duke of Richmond* v. *Cadogan Hotel Company, Limited*, 1921, 38 T.L.R. 151; *Laird* v. *Graves*, 1921, 55 Ir. L.T. 55; *Colls* v. *Parnham*, 1922, 1 K.B. 325; *Greig* v. *Francis and Campion, Limited*, 1922, 38 T.L.R. 519. It should be noted, however, that—

(*a*) Premises let for business purposes at the crucial date, but afterwards used as a dwelling-house, do not by such subsequent user acquire the character of a dwelling-house so as to receive statutory protection as such: *Cook* v. *Rogers*, Estates Gazette, 4th August, 1923.

(*b*) Premises let as a shop and dwelling, but subsequently used as a shop only, lose their character of dwelling-house by the change of user and so cease to be within the protection of the statute.

The leading case on the above points concerned the general question whether licensed premises, occupied partly as a dwelling-house and partly as a public house, are a dwelling-house within the scope of the Act. The Court of Appeal, per Lord Justice Bankes, expressed its view of the principle in these terms. "The defendant and his family and servants had continually resided on the premises (*i.e.*, the house let under agreement partly for residence and partly as licensed premises), and their residence was in accordance with the terms of the agreement. Was this a dwelling-house? The house was dwelt in, and it was let to the defendant for that purpose. In the fullest sense it was a dwelling-house, and none the less because it is a public-house as well . . . [Such] premises come within the statute, although part of the premises might be used for other purposes." *Epsom Grand Stand Association, Ltd.* v. *Clarke*, 1919, and this was confirmed by s. 12 (2), prov. (ii) of the 1920 Act. 35 T.L.R. 525, 63 S.J. 642.

BONA FIDE LETTING OTHERWISE THAN AS UNFURNISHED PREMISES:—It is scarcely necessary to point out that under the principal Act, that of 1920, dwelling-houses lost their statutory protection if let at a rent which included payments in respect of either (i) Board; (ii) Attendance; (iii) Furniture—although sections 9 and 10 of the statute give some similar relief to the tenants of furnished premises. The *quantum* of attendance or furniture necessary to take premises outside the Act of 1920 was a *quaestio vexata* leading to conflicting decisions, but the Act of 1923 now lays down a statutory criterion in s. 10 (1). This declares that a dwelling-house shall not be deemed to be *bonâ fide* let at a rent including payments in respect of attendance or use of furniture unless the amount of rent which is fairly attributable to the attendance or the use of furniture forms a substantial portion of the whole rent. This still leaves open three questions, namely, (i) What is "furniture," and (ii) What is "attendance," and (iii) What is "board." On each of these points the older decisions are still binding and useful, and reference must be made by the practitioner to the leading case: *Wilkes* v. *Goodwin*, 1923, 2 K.B. 86, C.A.

THE STATUTORY MEANING OF FURNITURE:—There are several cases of value as to the statutory meaning of furniture, which may be shortly summarized. In the first place, it is *not* necessary—in order to exclude the statute—that the premises should be of the character popularly regarded as "a furnished house": there may be a sufficient "use of furniture" to exclude the Act, although no one would call the premises furnished: *Rimmer* v. *Carson*, 1923, 39 T.L.R. 349.

In the second place, assuming that the premises do not amount to a "furnished house," there arises the next question, namely, whether the articles let can be called "furniture." Here the test is whether they come within the meaning of the word "furniture," as used in popular parlance. It has been held that this includes "linoleum": *Wilkes* v. *Goodwin*, *supra*, But it has also been held that it does *not* include either (1) fixtures or (2) fittings, or (3) gas-cooker, or (4) gas fire and gas brackets, or (5) blinds, or (6) cornice poles: *Crane* v. *Cox*, 1923, 67 S.J. 335, 128 L.T. 831.

In the third place, there must be something in the nature of an "establishment of furniture," as distinct from merely one or two isolated pieces of furniture; this was the view taken in the dissenting judgment of Lord Justice Younger in *Wilkes* v. *Goodwin*, *supra*, a dissenting judgment which may be said to be affirmed legislatively on this point by s. 10 (1) of the Act of 1923, quoted *supra*, which requires some proportion to exist between the *quantum* of rental in excess of the standard rent and the *quantum* of furniture etc. in respect of which this excess rental is paid. A merely negligible and colourable *quantum* of furniture is not sufficient to exclude the statute: *Hocker* v. *Solomon*, 1922, 127 L.T. 144.

THE STATUTORY MEANING OF ATTENDANCE:—On this point the three leading cases are still important although s. 10 (1) of the Act of 1923 adds an additional requirement, namely, that there must be a proper proportion between rent and attendance to exclude premises "as service flats" from the ambit of the statutory protection. The word "attendance" implies something in the nature of "personal services" rendered by landlord to tenant *inside the premises which are let to the latter*. A flat was let to a tenant with the use of the main hall and staircase in common with other tenants. The landlord covenanted to do the cleaning of hall and staircase. There is here no demise of hall and staircase to any tenant, but merely a licence to use them: hence hall and staircase are not inside the demised premises; hence cleaning of hall and staircase are not services "inside" the premises let so as to constitute what the statute means by "attendance"; therefore the premises retain their statutory protection: *King* v. *Millen*, 1922, 2 K.B. 647.

The nature of services "inside the demised premises" is illustrated by a second case. Here the landlord of a flat agreed to undertake the removal of house refuse from, and the delivery of coals by carriage upstairs to, the demised flat. This constitutes "attendance," for the service is something done "within the premises let," although not consisting of acts wholly to be performed within these premises: *Nye* v. *Davies*, 1922, 2 K.B. 56.

The characteristics which "service" must satisfy are further elucidated by another leading case. Here the landlord of a service flat had contracted in the tenancy agreement, in return for a payment included in the rental, to provide a constant supply of hot water for the tenant's use within the premises. Here the criterion of "withinness" is satisfied but not that of "personal service." For the services rendered by a tube are not attendance, although the care of the hot water apparatus *is* service; but the latter service is undertaken *outside*, not *inside*, the premises. Hence there is no "attendance" such as to exclude statutory protection: *Wood* v. *Carwardine*, 1923, 2 K.B. 185.

THE STATUTORY MEANING OF "BOARD":—The third extraneous element, presence of a partial consideration for the rental, which excludes the operation of the statute is "board." This is unaffected by any amendments in the new Act of 1923, which does not enact that there must be some correspondence between *quantum* of board and extra rental beyond standard rent, such as it expressly requires in the case of "furniture" and "attendance." The result is that it is still an open question whether the exception of a rental including payment for board is aimed at (1) only cases where "full board" is provided; or (2) cases where "partial" board (say "bed" and "breakfast," a common arrangement in London lettings) is included; or (3) even at cases where the board is completely nominal, such as the provision of a cup of tea in the morning. There is only one case which affords any assistance here, and in it the majority of the Court of Appeal, Lord Justice Younger dissenting, held that "board" need not mean "full" board, but must mean "partial board"; merely "nominal" board will not constitute a "*bonâ fide*" letting including board: *Wilkes* v. *Goodwin*, *supra*.

(*To be continued.*)

The Times correspondent at Malta, in a message of 20th ulto., says:—

Sir Michelangelo Refalo, Chief Justice of Malta, died to-day at the age of forty-seven. *The Times* adds:—Sir Michelangelo Refalo was born at Malta on 1st March, 1876, the son of Vincenzo Refalo, a notary. Having graduated LL.B. at Malta University, he was called to the Maltese Bar in 1899, and served as examiner in Italian literature and as Professor of Commercial Law in the university. In 1910 he was appointed Assistant Crown Advocate, and Crown Advocate in 1915, being also legal adviser to the naval and military authorities and member of the Legislative and Executive Council. In 1916 he was added to the Control Board, and in 1919 he was made Chief Justice; he was also vice-president of the Council until the new Constitution was promulgated in 1921. In that year the Chief Justice was knighted.

New Rules.

Supreme Court, England.

PROCEDURE.

PROVISIONAL RULES OF THE SUPREME COURT (DECEMBER), 1923.
DATED DECEMBER 17, 1923.

We, the Rule Committee of the Supreme Court propose to make the following Rules :—

ORDER XLII.

1. The following Rule shall be inserted in Order XLII after Rule 24, viz. :—

"24A.—(1) Any application for leave to enforce an award of the Mixed Arbitral Tribunals under the Treaty of Peace Act, 1919, in the same manner as a judgment or order to the same effect pursuant to the Treaties of Peace Orders (Amendment) (No. 2) Order, 1923, and the other Orders therein referred to shall be made by summons.

"(2) The summons shall be intituled

In the Matter of the Treaty of Peace Act, 1919

and

In the Matter of the Treaties of Peace Orders (Amendment) (No. 2) Order, 1923, and the other Orders therein referred to

and

In the Matter of an Award of the Mixed Arbitral Tribunal at dated the day of , 192

and

In the Matter of A.B. of.....(*naming the party against whom it is sought to enforce the award*).

"(3) The summons shall be an originating summons and (unless otherwise ordered by a Judge or Master) shall be served on the party against whom it is sought to enforce the award in the same manner as a writ of summons is required to be served. The party served shall not be required to enter any appearance thereto."

2. In Rule 34 of Order XLII, the words "Rules 32 and 33 of this Order" shall be substituted for the words "the last two preceding Rules."

3. The following Rule shall be inserted in Order XLII after Rule 34, viz. :—

"35. The examination referred to in Rules 32 and 33 of this Order may be ordered to take place and may take place before one of such of the First Class Clerks in the Central Office as the Senior Master shall from time to time nominate for that purpose. Any difficulty that arises in the course of any such examination may be referred to the Senior Master or Practice Master for determination or direction and he may determine the same or give such directions as he may deem fit. When the examination is ordered to take place or takes place before a First Class Clerk the costs of the application therefor and of the examination and of any proceedings arising from or incidental thereto shall be in the discretion of the Court or Judge making the order and may be dealt with by them or him either before or after the examination."

ORDER LIV.

4. In Rule 4F of Order LIV, after the words "under sections 17 or 19 of the County Courts Act, 1919, or under Rules 12C or 12D of this Order," the following words shall be added :—

"(12) under Order XLII, Rule 24A."

ORDER LVIII.

5. The Rule of the Supreme Court, dated the 10th day of April, 1889, which provides as follows :—

"Order LVIII of the Rules of the Supreme Court, 1883, shall as far as applicable, apply to all appeals from the Commissioners under the Railway and Canal Traffic Act, 1888," shall be annulled and the following Rule which shall stand as Rule 19A of Order LVIII shall be substituted therefor :—

"19A. This Order shall so far as applicable apply to appeals from the Commissioners under the Railway and Canal Traffic Act, 1888, or from the Railway Rates Tribunal under the Railways Act, 1921."

This Rule shall be deemed to have applied to any appeal from the Railway Rates Tribunal under the Railways Act, 1921, brought before these Rules come into operation.

6. In Rule 20 of Order LVIII, after the words "Agricultural Holdings Act," the figures "1908" shall be omitted and the figures "1923" shall be substituted therefor.

7. These Rules may be cited as the Provisional Rules of the Supreme Court (December), 1923, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

And we, the Rule Committee, hereby certify that on account of urgency these Rules should come into operation on the 1st day of January, 1924, and we hereby make these Rules to come into operation on that day as Provisional Rules.

Dated the 17th day of December, 1923.

Cave, C.	*P. Ogden Lawrence, J.*
Ernest M. Pollock, M.R.	*T. R. Hughes.*
Charles H. Sargant, L.J.	*E. W. Hansell.*
John Sankey, J.	*C. H. Morton.*
A. Adair Roche, J.	*Roger Gregory.*

County Court, England.

THE COUNTY COURT (No. 2) RULES, 1923.

DATED DECEMBER 17, 1923.

1. These Rules may be cited as the County Court (No. 2) Rules, 1923, and shall be read and construed with the County Court Rules, 1903 (S.R. & O. 1903, No. 629), as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

ORDER VII.

2. In paragraph (1) of Rule 34D of Order VII, for the words "such an admission" where they occur for the second time in that paragraph, there shall be substituted the words "an admission of the whole claim."

ORDER XXII.

3. The following words shall be added to Rule 23 of Order XXII :—

"Where an action is brought by an officer of the court, the registrar shall annex to the summons a copy of section forty-two of the Act.

"The request of the defendant may be made in writing, and if made in writing, shall be signed by the defendant in the presence of a witness and addressed to the registrar."

ORDER XXV.

4. In paragraph (*c*) of Rule 11 of Order XXV, before the words "who failed to appear," there shall be inserted the words "if there is a trial."

APPENDIX—PART I.

5. Part I of the Appendix to the County Court Rules, 1903, shall be amended as follows :—

(*a*) In Form 1, the words "[Where sent or issued by court. *Seal.*]" shall be annulled, and the following words shall be substituted therefor :—

"[*Seal.* (If required.)]."

(*b*) In the indorsement of Form 25, after the words "five clear days," there shall be inserted the words "[*or* if the claim exceeds £50, ten clear days]."

(*c*) In Forms 280 and 281, for the words "section 65 of the County Courts Act, 1888" there shall be substituted the words "section 1 of the County Courts Act, 1919."

(*d*) In Forms 282 and 283, for the words "section 66 of the County Courts Act, 1888" there shall be substituted the words "section 1 or section 2 of the County Courts Act, 1919," and for the word "remitted" there shall be substituted the word "transferred."

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888 [51 & 52 Vict., c. 43], and section twenty-four of the County Courts Act, 1919 [9 & 10 Geo. 5, c. 73], to frame Rules and Orders for regulating the practice of the Courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

Edward Bray.	*J. J. Parfitt.*
T. C. Granger.	*Arthur L. Lowe.*
W. M. Cann.	*A. H. Coley.*
J. W. McCarthy.	

Approved by the Rules Committee of the Supreme Court.

Claude Schuster,
Secretary.

I allow these Rules, which shall come into force on the 1st day of January, 1924.

Dated the 17th day of December, 1923.

Cave, C.

Workmen's Compensation Acts, 1906 to 1923.

THE WORKMEN'S COMPENSATION RULES, 1923.
DATED 17TH DECEMBER, 1923.

1. In these Rules—

"the existing Rules" means "the Consolidated Workmen's Compensation Rules, July, 1913," as amended [S.R. & O., 1913, No. 661, as amended by 1913, No. 1440; 1914, No. 1120; 1915, No. 1133; 1917, No. 497; 1918, No. 246; 1920, No. 394; and 1921, No. 1745]; and

"the 1923 Act" means the Workmen's Compensation Act, 1923 [13 & 14 Geo. 5, c. 42].

Rule 1.

2. The following paragraph shall be added at the end of Rule 1 of the existing Rules:—

"(7) Where in these Rules the expression 'the Act' is used, it shall be read where appropriate as including the Workmen's Compensation Act of 1923 (hereinafter referred to as the 1923 Act) as well as the Workmen's Compensation Act, 1906 [6 Edw. 7, c. 58], and otherwise as meaning the latter Act."

Rule 38.

3. The following Rule shall be inserted in the existing Rules after Rule 38:—

"*Proceedings against a Club.*

"38A. Where proceedings are taken by a workman against the managing committee of a club as an employer under paragraph (*b*) of subsection (2) of section 9 of the 1923 Act, service or notice of any documents or proceedings shall be valid and sufficient if served on or given to a member of such committee or its secretary and on the club premises in such manner as would be valid and sufficient if he were the sole employer."

Rule 39.

4. The following paragraph shall be added to Rule 39 of the existing Rules:—

"(13) This Rule shall apply to claims against charterers under subsection (2) of section 20 of the 1923 Act, 'charterers' being substituted for 'owners' in these cases."

Rule 43.

5. In paragraph (1) of Rule 43 of the existing Rules, after the words "to the registrar" where they first occur, there shall be inserted the following words:—

"or which may be sent to him under the 1923 Act."

Rule 46.

6. In Rule 46 the words beginning "all the parties interested" and ending "pursuant to the said rule" shall be omitted and there shall be substituted therefor the words "no notice to dispute the genuineness of the memorandum or to object to its being recorded is received within such period of seven days."

Rule 47.

7. Rule 47 of the existing Rules shall be amended as follows:—

(*a*) After the words "or other improper means)," there shall be inserted the following words:—

"or if an approved society or committee objects under subsection (4) of section 12 of the 1923 Act to the registration of the agreement."

(*b*) After the words "the party so disputing," there shall be inserted the words "or the society or committee."

(*c*) After the words "genuineness of the memorandum or," there shall be inserted the words "on which the society or committee or employer."

(*d*) Rule 47 shall be numbered as if it were paragraph (1) of that Rule, and the following paragraph shall be added at the end thereof:—

"(2) A society or committee objecting to the recording of a memorandum shall be deemed to be a party interested for the purposes of this Rule and of Rules 48, 49, 49A and 50."

Rule 48.

8. In Rule 48 of the existing Rules, after the words "genuineness thereof," there shall be inserted the words "or the society or committee."

Rule 50.

9. In paragraph (*d*) of Rule 50 of the existing Rules, after the words "National Insurance Act, 1911 [1 & 2 Geo. 5, c. 55] and to," there shall be inserted the words "subsections (1) and (2) of section 12 of the 1923 Act and to Rule 51 and."

Rule 51.

10. Rule 51 of the existing Rules shall be amended as follows:—

(*a*) In paragraph (1) after the words "National Insurance Act, 1911," there shall be inserted the words "or a memorandum of an agreement which may be sent for registration under the 1923 Act."

(*b*) In paragraph (2) after the words "National Insurance Act, 1911" there shall be inserted the following words:—

"and in particular he may for this purpose in the case of a lump sum agreement exercise the powers of making the specific requirements referred to in subsection (1) of section 12 of the 1923 Act and in the case of an agreement sent for registration under section 21 of that Act he shall have regard to the question whether or not liability to pay compensation is doubtful."

(*c*) In paragraph (3), after the words "so extended," there shall be inserted the words "or mentioned in subsection (1) or (2) of section 12 of the 1923 Act."

(*d*) In paragraph (5), after the words "matter will be," there shall be inserted the words "heard and."

(*e*) In paragraph (7), for the word "inquiry" shall be substituted the word "hearing" and at the end of that paragraph shall be added the words "The judge may also at or for the purpose of the hearing give such directions as he may think just, and in particular he may in the case of a lump sum agreement exercise the powers conferred upon him by subsection (1) of section 12 of the 1923 Act, whether the same have already been exercised by the registrar or not, and in the case of an agreement sent for registration under section 21 he shall have regard to the question whether or not liability to pay compensation is doubtful."

(*f*) Paragraph (8) shall be annulled and the following paragraph shall be substituted therefor:—

"(8) The judge may at or after the hearing either direct the memorandum to be recorded or confirm the refusal of the registrar to record it or make such other order as he may under the circumstances think just."

(*g*) Paragrahp (9) shall be annulled and the following paragraphs shall stand as paragraphs (9), (10) and (11):—

"(9) Where in any case there is a hearing before the judge, the judge may, or where in the case of a lump sum agreement there is a hearing before the registrar or judge or a report from a medical referee is required to be obtained, the registrar or judge, as the case may be, may, in accordance with subsection (5) of section 12 of the 1923 Act award costs; and for this purpose the provisions of the principal Act and Rules as to the costs of an arbitration before the judge shall apply; and in awarding such costs there may be allowed in particular any costs incurred in consequence of the neglect or refusal of a party to comply with a requirement of the registrar or judge and also the fee (if any) payable under section 25 of the 1923 Act in respect of the remuneration and expenses of the medical referee and any other costs of obtaining his report (if any) and any court fees paid.

"(10) Further in the event of the parties or either of them failing to comply with any requirement of the registrar under subsection (1) of section 12 of the 1923 Act the registrar may in accordance with such subsection refuse to record the memorandum and refer the matter to the judge who shall have power to make such order as he may in the circumstances think just.

"(11) The costs to be allowed under subsection (3) of section 12 of the 1923 Act on taxation of the solicitor's bill to be submitted to the registrar if directed by him shall be such costs as shall be considered reasonable according to such scale as he may direct or the scale applicable to the amount of the compensation and the amount of any reduction from the bill shall be applied and dealt with by the judge as provided by that subsection."

Rule 55.

11. Rule 55 of the existing Rules shall be amended as follows:—

(*a*) Paragraphs (2) and (3) shall be annulled and the following paragraphs shall be substituted therefor:—

"(2) On receipt of the application and on the applicant giving security to the satisfaction of the registrar by deposit in court or solicitor's undertakjng for the payment of the prescribed fee, the judge shall, and in any case he may if he thinks fit on his own motion at any time, direct the registrar to summon an assessor.

"(3) On receiving such direction the registrar shall proceed forthwith to summon a medical referree as directed by the following paragraph."

(*b*) The first part of paragraph (4) ending with the words "as an assessor" shall be omitted, and the word "forthwith" shall be omitted.

(*c*) In paragraph (5), after the word "either," there shall be inserted the words "with the parties' consent."

(*d*) The following paragraph shall be added after paragraph (5):—

"(6) Where the solicitor has given an undertaking for payment of the prescribed fee, proceedings may by direction of the judge be taken against him for the recovery thereof

as for the recovery of a judgment debt. The fee although payable by or on behalf of the applicant in the first instance may be allowed to him as costs in the arbitration."

Rule 57.

12. Rule 57 of the existing Rules shall be amended as follows :—

(*a*) In paragraph (2)—

(i) after the words "in writing," there shall be inserted the following words :—

"and where the application is made by only one of the parties shall be made on not less than four days' notice in writing and shall be subject to the provisions of Order XII, Rule 11 so far as applicable";

(ii) for the words "both parties" there shall be substituted the words "one or both of the parties as the case may be"; and

(iii) after the word "applicant" there shall be inserted the words "or applicants."

(*b*) in Paragraph (3)—

(i) for the word "shall" where it first occurs, there shall be substituted the words "may on payment by the applicant or applicants of the fee payable under section 25 of the 1923 Act and subject to appeal to the judge"; and

(ii) at the end of that paragraph there shall be added the following words :—

"provided that where the application is made by only one of the parties the registrar or on appeal the judge, if he is of opinion that owing to the exceptional difficulty of the case or for any other sufficient reason the matter ought to be settled in default of agreement by arbitration, shall refuse to allow the reference, and may in that case make such order as to the costs of the application as he shall think fit."

(*c*) Paragraph (9) shall be annulled.

(*d*) (i) Paragraph (10) shall be numbered paragraph (9);

(ii) for the words in that paragraph "paid under the last preceding paragraph," there shall be substituted the words "mentioned in paragraph (3)"; and

(iii) at the end of that paragraph there shall be added the following words :—

"or may be allowed by special order of the judge on application in that behalf, such application to be made on not less than four days' notice in writing and in accordance with the provisions of Order XII, Rule 11, so far as applicable."

Rules 57A *and* 57B.

13. The following Rules shall stand as Rules 57A and 57B :—

"*Application for reference to Medical Referee under Section* 14 *of the* 1923 *Act.*

"57A. The application under proviso (ii) to section 14 of the 1923 Act, in a case where the effect of the certificate of the medical referee is in dispute, for the determination of the registrar shall be made on not less than four days' notice in writing and in accordance with the provisions of Order XII, Rule 11, so far as applicable; and notice of appeal to the judge must be given in writing within four days from the decision of the registrar unless the time is extended by the judge or by the registrar; and the registrar or judge may make such order as to the costs of the application as he shall think just.

"*Fees paid into Court under the* 1923 *Act.*

"57B. Any fees paid into court under section 11 or section 25 of the 1923 Act and any monies recovered or received on account thereof shall be dealt with as directed by the Lord Chancellor."

Rule 66.

14. In paragraph (6) of Rule 66 there shall be inserted after the word "shall" where it first occurs the words "on payment by the applicant of the fee payable under section 25 of the 1923 Act."

Appendix.

15. The Appendix to the existing Rules shall be amended as follows :—

(*a*) Where an approved society or committee object to registration of an agreement under subsection (4) of section 12 of the 1923 Act, Forms 39, 40 and 41 may be used with the necessary modifications.

(*b*) In Form 37B, after the words "*relationship to the deceased,*" in both places where they occur in paragraph (*c*), there shall be inserted the words "*their ages.*"

(*c*) In the heading to Form 42, after the words and figures "Section 11 (1) (*c*)," there shall be inserted the words "or under the 1923 Act."

(*d*) In Form 46, for the words "consent to a medical referee being," there shall be substituted the words "direct a medical referee to be."

(*e*) Form 47 shall be annulled.

(*f*) In Form 49 at the end of the heading there shall be added the words "as amended by Section 11 (1) of the 1923 Act."

(*g*) Forms 49 and 50 shall be used where only one party is the applicant with the necessary modifications.

16. These Rules may be cited as the Workmen's Compensation Rules, 1923, and the Consolidated Workmen's Compensation Rules, July, 1913, as amended, shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

Edward Bray. *J. J. Parfitt.*
T. C. Granger. *Arthur L. Lowe.*
W. M. Cann. *A. H. Coley.*
J. W. McCarthy.

I allow these Rules which shall come into force on the 1st day of January, 1924.

Dated the 17th day of December, 1923.

Cave, C.

RAILWAY AND CANAL COMMISSION COURT.

Notice is hereby given in accordance with section 1 (1) of the Rules Publication Act, 1893, that after the expiration of at least 40 days from the date hereof, the Railway and Canal Commissioners with the approval of the Lord Chancellor and the President of the Board of Trade, propose to make Rules regarding the procedure upon references to the Railway and Canal Commission under the Mines (Working Facilities and Support) Act, 1923.

Notice is further given that under section 2 of the Rules Publication Act, 1893, the Railway and Canal Commissioners with the approval of the Lord Chancellor and the President of the Board of Trade have, on account of urgency, made the above Rules to come into operation on the 1st day of January, 1924, as Provisional Rules.

Copies of the above Draft and Provisional Rules which may be cited as the Railway and Canal Commission (Mines Working Facilities) Provisional Rules, 1923, may be obtained from any bookseller or directly from His Majesty's Stationery Office at the following addresses :—Imperial House, Kingsway, London, W.C.2; and 28, Abingdon Street, London, S.W.1; York Street, Manchester; 1, St. Andrews Crescent, Cardiff; or 120, George Street, Edinburgh.

1st January. [*Gazette*, 1st Jan.

New Orders, &c.

Orders in Council.

COUNTY COURT CHANGES.

Pursuant to section 5 of the County Courts Act, 1903, &c., it is hereby ordered, as follows :—

1. The Schedule to the County Courts Order in Council, 1904 (S.R. & O., 1904, No. 1784) as amended by the Orders set out in the Schedule to this Order shall be further amended as follows :—

In Circuit 18, (*a*) Circuit No. 18 is removed from the first column of the said Schedule, (*b*) Nottingham is removed from the second column thereof, and (*c*) East Retford, Newark and Worksop are removed from the third column thereof.

2. This Order may be cited as the County Courts Extended Jurisdiction (No. 2) Order in Council, 1923, and the Orders set out in the Schedule to this Order and this Order may be cited together as the County Courts Extended Jurisdiction (Amendment) Orders, 1919 to 1923.

3. This Order shall come into operation on the 1st day of January, 1924, and the County Courts Order in Council, 1904, as amended, shall have effect as further amended by this Order.

SCHEDULE.

Title of Order.	Reference.
The County Courts (Extended Jurisdiction) Order in Council, 1919 ..	S.R. & O., 1919, No. 2039.
The County Courts (Extended Jurisdiction) Order in Council, 1920 ..	S.R. & O., 1920, No. 823.
The County Courts (Extended Jurisdiction) Order in Council, 1921 ..	S.R. & O., 1921, No. 1800.
The County Courts (Extended Jurisdiction) Order in Council, 1922 ..	S.R. & O., 1922, No. 1351.
The County Courts (Extended Jurisdiction) Order in Council, 1923 ..	S.R. & O., 1923, No. 231.

THE AIR FORCE (APPLICATION OF ENACTMENTS) (No. 3) ORDER, 1923.

Whereas His Majesty, in pursuance of the power conferred upon him by section thirteen of the Air Force (Constitution) Act, 1917, was pleased, by Order in Council made the twenty-seventh day of April, nineteen hundred and eighteen, and entitled the Air Force (Application of Enactments) (No. 1) Order, 1918,

to order that the Military Lands Act, 1892, being one of the enactments specified in the first column of the Schedule to the said Order, should apply so as to confer on the President of the Air Council all such powers, rights and privileges in relation to the acquisition and holding of land for the use of the Air Force or for Air Force services or purposes, and in relation to the management, use and disposal in any manner of land acquired for the use of the Air Force or for Air Force services or purposes, as were under that Act at the date of the said Order vested in His Majesty's Principal Secretary of State for the War Department in relation to the acquisition and holding of land for military purposes or for the service of the War Department, and in relation to the management, use and disposal of land acquired for military purposes or for the service of the War Department, and that that Act as in force at the date of the said Order should apply and have effect in relation to the President of the Air Council and the Air Force with the modifications and adaptations set out in the second column of the said Schedule:

And whereas doubts have arisen whether the provisions of the Military Lands Act, 1892, as applied by the said Order have effect subject to the amendments of those provisions contained in the Military Lands Act, 1900, or not, and it is expedient that the said doubts should be removed:

And whereas it is provided by section fourteen of the Air Force (Constitution) Act, 1917, that Orders in Council made under that Act may be varied by subsequent Orders in Council made in like manner:

And whereas the provisions of section 1 of the Rules Publication Act, 1893, have been complied with:

Now, therefore, it is hereby ordered, as follows:—

1. The Air Force (Application of Enactments) (No. 1) Order, 1918, shall have effect as though the Schedule to that Order comprised the Schedule to this Order.

2. This Order may be cited as the Air Force (Application of Enactments) (No. 3) Order, 1923.

M. P. A. Hankey.

SCHEDULE.

Enactment applied.	Modifications and Adaptations.
The Military Lands Act, 1900 (63 & 64 Vict. c. 56).	Section one and sub-section (1) of section two shall not apply. In sub-section (2) of section two "Air Force purpose" shall be substituted for "military or naval purpose," and in sub-section (5) of that section "Air Force purposes" shall be substituted for "military or naval purposes." In section three the words "as extended by the Naval Works Act, 1895" shall not apply.

Foreign Office.

Agreements have been concluded by His Majesty's Government with the Governments of Italy, the Netherlands, Norway, Sweden and Switzerland for the abolition of visas on the passports of British subjects entering those countries and of Italian, Dutch, Norwegian, Swedish and Swiss nationals entering the United Kingdom.

The dates of the various Exchanges of Notes constituting the Agreements are as follows:—

Italy:—January 19/March 7, 1923. (With effect from 31st March, 1923).

Netherlands:—January 18/27, 1923. (With effect from 15th February, 1923.)

Norway:—September 1/26, 1923. (With effect from 15th October, 1923.)

Sweden:—July 10/31, 1923. (With effect in the United Kingdom from 1st August and in Sweden from 11th August, 1923.)

Switzerland:—January 31/March 23, 1923. (With effect from 15th April, 1923.)

12th Dec. [*Gazette*, 14th Dec.

Colonial Office.

I the undersigned, one of His Majesty's Principal Secretaries of State, do hereby certify, pursuant to Section 25, sub-section (2) of the Imperial Copyright Act 1911 that the Dominion of Canada has passed legislation (that is to say the copyright Act 1921 and the Copyright Amendment Act 1923) under which works, the authors whereof were at the date of the making of the works British subjects resident elsewhere than in the Dominion of Canada, or (not being British subjects) were resident in the parts of His Majesty's Dominions to which the said Imperial Act extends, enjoy within the Dominion of Canada, as from the 1st day of January, 1924, rights substantially identical with those conferred by the said Imperial Act.

Devonshire.

6th Dec. [*Gazette*, 14th Dec.

Board of Trade.

PLUMAGE.

THE IMPORTATION OF PLUMAGE (NO. 2) ORDER, 1923.

The Board of Trade, in pursuance of the Powers conferred upon them by Section 2, sub-section (3) of the Importation of Plumage (Prohibition) Act, 1921 (11 & 12 Geo. 5, c. 16), and of all other powers enabling them in that behalf, having taken into consideration a recommendation made in the matter by the Advisory Committee appointed under Section 3 of the said Act, hereby make the following Order:—

1. There shall be removed from the Schedule to the said Act the names of the following birds:—

Green (or Japanese) Pheasant (*Phasianus Versicolor*) Order *Galliformes.*

Copper Pheasant (*Phasianus Soemmerringi*) Order *Galliformes.*

2. This Order may be cited as the Importation of Plumage (No. 2) Order, 1923, and shall come into force on the 1st January, 1924.

5th Dec. *S. J. Chapman,*
A Secretary to the Board of Trade.
[*Gazette*, 14th Dec.

Ministry of Agriculture and Fisheries.

BASIS FOR THE REDEMPTION OF TITHE RENT-CHARGE.

The Minister of Agriculture and Fisheries gives notice that, for the purpose of the redemption of tithe rent-charge for which application is made after the 31st December, 1923, until further notice, the "gross annual value" for the purposes of the Tithe Act, 1918, will continue to be at the rate of £104 for each £100 of tithe rent-charge (commuted value), and the compensation for redemption will continue to be twenty-two times the "gross annual value" after the deductions therefrom prescribed by the said Act have been made.

The above figures have been settled on the recommendation of a Departmental Committee consisting of Sir Charles Longmore, K.C.B. (chairman), Sir Henry Rew, K.C.B., and Mr. W. R. Le Fanu, with Mr. P. W. Millard of the Ministry as secretary.

31st Dec., 1923.

The League of Nations and the United States.

The following passages from the message of President Coolidge to Congress of 6th December are useful as showing the present official attitude of the United States towards the League of Nations. They are from *The Times* of 7th December:—

For us peace reigns everywhere. We desire to perpetuate it always by granting full justice to others and requiring of others full justice to ourselves.

Our country has one cardinal principle to maintain in its policy. It is an American principle. It must be an American policy. We attend to our own affairs, our own strength, and protect the interests of our own citizens; but we recognize thoroughly our obligation to help others, reserving to the decision of our own judgment the time, the place, and the method. We realize the common bond of humanity. We know the inescapable law of service.

Our country has definitely refused to adopt and ratify the covenant of the League of Nations. We have not felt warranted in assuming the responsibilities which its members have assumed. I am not proposing any change in this policy: neither is the Senate. The incident so far as we are concerned is closed. The League exists as a foreign agency. We hope it will be helpful. But the United States sees no reason to limit its own freedom and independence of action by joining it. We shall do well to recognize this basic fact in all national affairs and govern ourselves accordingly.

Our foreign policy has always been guided by two principles. The one is the avoidance of permanent political alliances which would sacrifice our proper independence. The other is the peaceful settlement of controversies between nations. By example and by treaty we have advocated arbitration. For nearly twenty-five years we have been a member of The Hague Tribunal and have long sought the creation of a permanent

World Court of Justice. I am in full accord with both of these policies. I favour the establishment of such a court intended to include the whole world. That is, and has long been, an American policy.

Pending before the Senate is a proposal that this Government give its support to the Permanent Court of International Justice, which is a new and somewhat different plan. This is not a partisan question. It should not assume an artificial importance. The court is merely a convenient instrument of adjustment to which we could go, but to which we could not be brought. It should be discussed with entire candour, not by a political but by a judicial method, without pressure and without prejudice. Partisanship has no place in our foreign relations.

As I wish to see a court established, and as the proposal presents the only practical plan on which many nations have ever agreed, though it may not meet every desire, I therefore commend it to the favourable consideration of the Senate, with the proposed reservations clearly indicating our refusal to adhere to the League of Nations.

* * * * * *

Finally Mr. Coolidge touched on the Monroe Doctrine. "It must be maintained," he said, "but in maintaining it we must not be forgetful that a great change has taken place. We are no longer a weak nation thinking mainly of defence, dreading foreign imposition. We are great and powerful. New powers bring new responsibilities. Our duty now is to help give stability to the world. We want idealism. We want that vision which lifts men and nations above themselves. These are virtues by reason of their own merit. But they must not be cloistered; they must not be impractical; they must not be ineffective.

"The world has had enough of the curse of hatred and selfishness, of destruction, and war. It has had enough of the wrongful use of material power. For the healing of the nations there must be goodwill and charity, confidence and peace. The time has come for a more practical use of moral power and more reliance upon the principle that right makes its own might.

"Our authority among the nations must be maintained by justice and mercy. It is necessary not only to have faith, but to make sacrifices for our faith. The spiritual forces of the world make all its final determinations. It is with these voices that America should speak. Whenever they declare a righteous purpose there need be no doubt that they will be heard. America has taken her place in the world as a Republic free, independent, powerful. The best service that can be rendered to humanity is the assurance that this place will be maintained."

The Anglo-German Mixed Arbitration Tribunal.

TRUST FUND FOR GERMAN NATIONALS.

A claim by trustees under a settlement made by the late Sir Julius Wernher (in the matter of F. C. Eckstein and another, creditors, and the Deutsche Bank, debtors) came, says *The Times*, before the Anglo-German Mixed Arbitral Tribunal on the 19th ult.

The case was presented by the British Clearing Office. Under the settlement dated 2nd December, 1911, Sir Julius Wernher settled upon the creditors M.200,000 4 per cent. Prussian Consols, to pay out of the income a yearly sum to Major Fritz Bauer, the balance to be accumulated and paid to each child of Major Bauer on attaining the age of twenty-one years. The securities were held by the Deutsche Bank at Berlin, in the name of the creditors, and on 10th January, 1920, the accumulated balance at the Treaty rate of exchange amounted to £1,360 9s. 6d., and it was contended by the German Clearing Office that, although the trustees held the account with the Deutsche Bank in their names they could only claim on behalf of Major Bauer, or his children, all of whom were German nationals, and, therefore, it was not a "debt" within the provisions of Article 296 of the Treaty.

The Tribunal in their judgment said, while those who would ultimately benefit were German nationals, it was to the present creditors alone to whom the funds in the hands of the Deutsche Bank became due and payable during the war. The German nationals had a right, a chose in action, against the creditors. The Tribunal distinguished the executors of *F. Lederer, deceased v. German Government*, and said there could be no doubt that there was, on 10th January, 1920, a debt owing from the Deutsche Bank to the creditors, and to them alone—a debt which became payable during the war and arose out of a contract between the creditors and debtors, the execution of which was suspended through the outbreak of the war.

Judgment was thereupon entered for the creditors for £1,360 9s. 6d.

The secretariat of the Tribunal will be transferred to 2, Cavendish-square, London, W.1, and sittings for the hearing of cases will also be held at that address.

Fire Inquiries.

THE REPORT OF THE ROYAL COMMISSION.

The report of the Royal Commission on Fire Brigades and Fire Prevention, 20th July, 1923 contains the following:—"Having given full consideration to the whole matter, we have come to the conclusion that we cannot recommend that the Coroner's functions should be extended to the holding of fire inquiries, where no fatality has occurred, but that such inquiries should be conducted by persons possessing special technical qualifications in building construction, engineering, fire extinction, etc., and that for this purpose a panel of persons with such qualifications and experience and resident, so far as possible, in convenient centres throughout the country, should be drawn up by the Secretary of State, and that the individual to hold any particular inquiry should be chosen from this panel as occasion requires." (p. 205.)

That two authorities should be responsible for initiating the inquiry namely:—"(1) The Secretary of State in any case where it appears to him from information reaching him from any source that such an inquiry would be in the public interest, and (2) the County Councils and the Councils of County Boroughs should also have power to initiate an inquiry into any fire occurring within their respective areas."

To the above suggestion the following reservation was made by the Chairman—the Honourable Sir Percival Maitland Laurence, K.C.M.G.—to which Sir Maurice FitzMaurice, Kt., C.M.G., F.R.S., Consulting Engineer and formerly Chief Engineer to the L.C.C. also agreed:—

"In cases where there is suspicion of incendiarism promptitude of investiagtion is obviously of the first importance; and the powers conferred on the Coroner by the City of London Act, 1888, combined with the inherent powers of his office, seem well calculated to serve that purpose. Similar investigations have been conducted in some of our Dominions and in some of the American States either by the Coroner or by an officer specially designated for such duties; they are stated in some cases to have led to a marked diminution in the number of fires of suspicious origin. The majority of my colleagues, after full discussion, considered that as in many cases other matters—such as building materials structural conditions—the provision of means of escape, etc., etc., would have to be investigated, it would be desirable to appoint an officer having special qualifications which the local Coroner in many cases would not possess. In such cases however, should there have been any fatality, the Coroner would still be required to hold an inquest. In suitable cases he might be empowered to take the evidence of experts or receive the assistance, if deemed advisable, of a technical assessor. In the larger centres, at all events, he would presumably be a man of general competence, good professional standing and wide experience, and something may be said in favour of the view of the majority of the Departmental Committee of 1908, that it might be advisable in the first instance to pass an adoptive Act, enabling any County or Borough Council to make the provisions of the City of London Act operative in its own District. The experience thus gained in the larger centres would doubtless be diffused at the periodic meetings of the Coroners' Association and would furnish useful guidance in Districts where such investigations were less frequently required.

"If, on the other hand, an *ad hoc* tribunal should be constituted and the initiation of proceedings were to depend on the discretion of the local authority, cases would occur from time to time in which the discretion or administrative action of the local authority itself, *e.g.*, in granting a licence for a hotel or theatre, in providing for means of escape from factories or other buildings, in the equipment and organisation of the fire service, or in other respects, might be called in question, and in which therefore there might be some disinclination to initiate an inquiry into the circumstances of the fire. Directions for such an inquiry

might doubtless be given by the Secretary of State, but only on information received, which—when we bear in mind that everybody's business is nobody's business—might seldom be forthcoming; in any case the setting up of a tribunal in such cases would probably entail considerable and regrettable delay.

"A further objection to this proposed extension of the coroner's jurisdiction has been based on the ground of the difficulty of making a satisfactory arrangement for his remuneration for such additional work. This might perhaps to a great extent be surmounted by providing that, where experience showed that such inquiries involved a substantial addition to his labours, some corresponding addition might be made to his emoluments. But the question of the remuneration of coroners forms a portion of the wider question of the whole scope of their duties, on which some further legislation has long been a desideratum. The Act of 1887, as has been pointed out, did little more than consolidate the existing law and practice. It has been proposed that every county coroner should be a full-time officer, that the small borough and franchise coroners' districts should be abolished, that the coroner should be a lawyer by profession, and if possible also possess a medical qualification, and that his jurisdiction should include inquests into non-fatal fires and also inquiries into the causes of non-fatal road-vehicle accidents. (See an article on the subject in *The Times* of 10th July, 1922.) It is on lines such as these that, after full consideration, I have come to the conclusion that reform in this direction should proceed and the existing machinery be improved with a view to its efficient utilisation for purposes of this nature."

(To be continued.)

The Estate Market in 1923.

Messrs. Hampton & Sons, 20 St. James's Square, S.W.1, in their Annual Report, say: The appended reports of last year's work in the various branches of the estate market in which our practice chiefly lies is instructive as showing a cheerful tone throughout. It has not been an outstanding year of large realisations, but the steady sales of all classes of properties bring our total for the year to a figure of approximately the same as last year, which, as we then reported, was nearly a million sterling in excess of the year before, so that we have every reason to be fully satisfied. The values of properties are now more stabilized, and with vendors amenable to reason in their ideas of prices, and prospective purchasers realising that the high cost of building must inevitably enhance the value of existing premises, whether they be commercial or residential, negotiations are not so difficult as they were. Towards the end of the year there has been a brisk demand, and everything pointed to a livelier market in 1924. It is, however, too early yet to gauge the effect of the political situation, and this may prove the dominating factor in next year's business.

Residential and Landed Estates.—In surveying the year's transactions in residential and landed estates, it is gratifying to find that the improvement in the demand for such properties for occupation, as distinct from speculation and resale, is still increasing, and thus we may soon hope to see business of this character resume its normal or pre-war volume. While heavy taxation and increased cost of upkeep no doubt deter many who would otherwise purchase such estates, the desire to own and occupy a country seat still remains, and enquiries are certainly in excess of a year ago. The demand for dairying and grazing farms still continues active, and where, in the proximity of towns, such farms carry good road frontages, the prospect of development is being taken seriously into account and substantial prices realized.

Country and Suburban Houses.—In our review of the market last year in regard to properties of the purely residential type, we had occasion to remark that the demand had been exceedingly good, and it is of interest to note that both in regard to quality and quantity our transactions during 1923 have exceeded those of the previous year very considerably. It is, we think, safe to state that the outstanding feature of the year's business has been the steadiness of the market in regard to this class of property, and the ready sale that has awaited any medium sized place that has combined the advantages of a good social district and inexpensive upkeep. In our experience during 1923, the choice residential districts within fifteen and twenty miles of London have not been as fruitful of business as we could have wished. The localities in question house, or are supposed to house, the wealthier class of man who attends the City daily, but transactions on the whole have been of a capacity that has suggested that business must improve Citywards in a considerable measure before the more important kind of place in these districts will achieve a ready sale. Among the smaller class of houses within the same area business has been extremely good and there appears to be as big a public as ever for places varying from £3,000 to £5,000.

Town Houses.—The key note of the market in London houses is the continued demand for the country-style of house, and these are snapped up as soon as they come in the market if they are offered at any price within reason. As against this, the market for the old-fashioned town mansion of many stories or rooms, whether it be in Mayfair or less exclusive district, is very poor and there are a large number of such obtainable at very low prices as compared to their value before the war. Many of the large houses in South Kensington and Hyde Park districts have been converted into maisonettes and flats, and that it seems to us is to be the inevitable end of most of these houses. The demand for flats is unabated, and though perhaps there has been some diminution in the premiums obtained, still the demand exceeds the supply and some rather startling figures are still sometimes obtained. There are, however, several new blocks of first-class mansion flats now in course of erection, and thus, with the conversion of the large house which we have before referred to, it is likely the demand will be met in the near future. Regent's Park and Hampstead districts are still much to the fore: our realisations in the latter district largely exceed any previous year, as however we opened a branch there during the first few months, it is perhaps hardly a fair comparison.

Business Premises and Sites.—The post-war demand for business premises has been steadily maintained, and shops in the leading shopping thoroughfares, both west end and in the suburbs, continue to fetch handsome premiums; for some of the best west end corner positions really large figures have been obtained. Very extensive re-building in the West End and City has taken place during the last twelve months, principally due to reduction in cost of building, which has more than met the demand for office accommodation, and many buildings have considerable areas available for letting at rents which are in many cases fifty per cent. below what was being asked for the same accommodation in the years immediately following the war. The development of suburban sites for shop purposes has been a feature of business during this year, and many of the larger type of suburban residences, occupying positions where a commercial element has grown up, have changed hands at unprecedented figures, and considerable business may yet be anticipated in this direction. Business in factory and warehouse premises is steadily recovering from the reaction which occurred after the boom years, and an increase of business may be looked for when the political situation becomes more secure. The reduction in the rates has assisted in the disposal of business premises, and although factories of the less substantial type erected during the war period are still difficult to deal with, the demand for really good premises has been brisk. A sure sign that things are becoming more normal is to be found in the speculation in town building sites, and the reconstruction and adaptation of old property in the west end.

Investment and Building Land.—The demand for first class investments secured on good blocks of well let freehold and long leasehold city and west end property continues to hold good, particularly in the case of well secured freehold ground rents, which are still much sought after by trustees and buyers of gilt-edged investments; business in suburban shop property has considerably improved, investors realising that there are good propositions in the better suburbs as well as in the centre of the Metropolis. An increase in this class of business may be confidently looked for in the future. The operation of the Rent Restrictions Act continues to keep investments on residential, suburban and weekly property under a cloud. The sales of building land continue to show an upward tendency; the demand for small sites for medium sized houses has been very keen and good prices have been realised. There has also been considerable business in large areas of land for development purposes, particularly for properties within the half-hour train radius of London. There is every indication that the day of the speculative builder, in the pre-war sense, is again coming, as middle-class houses can now be erected to show a good profit. Business is of course restricted to building for immediate sale for occupation; the time has not yet come when the building of terrace houses for letting is sufficiently remunerative to attract speculative builders. Large funds for mortgage investments are available, and provided the security is a good one money is obtainable on much more favourable terms than has been the case in recent years.

Obituary.

Mr. A. St. John Clerke.

We regret to record the death of the well-known conveyancer, Mr. A. St. John Clerke. We take from *The Times* of 28th December the following appreciative notice:—

Practitioners in Lincoln's Inn will learn with regret the news of the sudden death of Mr. Aubrey St. John Clerke, in his 81st year, which occurred on Christmas Eve. For long he had had a

steady practice as a conveyancer and junior in the Chancery Courts, and his charming, if retiring, personality and whimsical turn of humour had endeared him to a large circle of friends at the Bar.

St. John Clerke came of a distinguished intellectual family of the South of Ireland. He was the son of John William Clerke, of Skibbereen, County Cork, who was a classical scholar of Trinity College, Dublin, with keen scientific interests, and his mother was a sister of Lord Justice Deasy. Both his sisters were writers of distinction; the elder, Ellen, was for many years connected with the *Tablet*, of which she occasionally acted as editor, and wrote poems and stories; and his younger and more accomplished sister, Agnes, was the historian of astronomy and the author of "Popular History of Astronomy during the 19th Century," "The System of the Stars," and "Problems in Astrophysics," and was for long a frequent writer in the *Edinburgh Review*, under the editorship of Henry Reeve.

St. John Clerke graduated at Trinity College, Dublin, where he won the first gold medal in mathematics at his degree examination in 1865, and was awarded a studentship of £100 a year for seven years, the highest honour obtainable at the degree examination. He also won the second gold medal conferred by the University for Experimental and Natural Science. He was called to the Bar by the Middle Temple in 1869, but decided to practise in the old Court of Chancery and as a conveyancer, and so it was with Lincoln's Inn that his name was thenceforth associated. For many years he was in chambers with the late Mr. Oswald, K.C.

Though his practice was never one of the largest in Lincoln's Inn, he was held in high esteem as a careful conveyancer and a reliable counsel in the Chancery Courts. He was a lucid and even forcible speaker, and, if forty years ago he had caught the tide at the right moment, he might perhaps have made a successful leader. He was, however, a man without great ambition, a bachelor, and something of a recluse, and his modest requirements were well satisfied by the practice which he had and retained to the end. Much of it came from Roman Catholic clients, of which faith he and all his family were devoted adherents. They were also strong Unionists in politics. He was the author of some useful books on the Conveyancing and Settled Land Acts, all of which have run through several editions.

He was a keen cyclist until late years, and a great walker, and to the last he was a familiar figure on the road between Redcliffe-square and Lincoln's Inn, whatever the weather might be, swinging his large black bag full of papers, and smiling benignly on the world, which is the poorer for his passing out of it.

Mr. Thomas Phelps.

We regret to announce the death, on 5th December, at the age of eighty-eight, of Mr. Thomas Phelps, for many years one of the most prominent solicitors in the City of London. Mr. Phelps was admitted a solicitor in the year 1863, and was in active practice until 1905, when he retired. At first a partner with Mr. Reed at 18 Gresham-street, he subsequently and for many years was senior partner in the firm of Phelps, Sidgwick and Biddle, now Messrs. Biddle, Thorne, Welsford and Gait, of 22 Aldermanbury. In intermediate stages the firm was Reed & Langton and Langton and Phelps. The name of Biddle was introduced when the late senior partner of the firm was admitted into partnership. Throughout his long professional career Mr. Phelps was distinguished for his remarkable business gifts and energy, and for the soundness of the advice which he tendered to his many clients. Few men have had a fuller or more energetic professional career, and fewer still have possessed a wider or more intimate knowledge of business and commercial affairs. Mr. Phelps had a wonderful gift of arriving at the right conclusion in a knotty legal question, and his insight into the rights or wrongs of a tangled commercial or business dispute was unfailing.

Mr. Phelps, says the *Draper's Record*, was particularly identified in his long professional career with the drapery and soft goods trade, and there were few firms in those branches of trade which did not at one time or another seek his advice. In particular Mr. Phelps was directly responsible for the formation of Pawsons, Limited, now Pawsons and Leafs, Limited. Although Mr. Phelps retired from his profession in 1905, there are many still in the City who will remember his wisdom, and also his kindly bluntness and force of character. Mr. Phelps did not take an active part in political or civic affairs, but was for many years one of His Majesty's Lieutenants of the City of London. In private life Mr. Phelps had a host of friends, and was a keen sportsman, and, before advancing years cut short his activities, nothing gave him more pleasure than to entertain shooting parties at his house in Hampshire. For many years he lived in a house which at one time belonged to Izaak Walton.

Mr. Kenneth Mackenzie, of Bowdon, Cheshire, and of Manchester, solicitor, left estate of gross value £11,615 (net personalty £9,939).

Law Students' Journal.

The Law Society.

The First Term of the year will commence on Monday, the 7th inst., on which and the following day the Principal will be in his room for the purpose of seeing students who desire to consult him as to their work. Lectures and classes will commence on Wednesday, the 9th inst. The subjects to be dealt with during the Term will be, for Final Students, (i) Equity and Procedure in the Chancery Division (The Principal); (ii) Criminal Law, Divorce, and Ecclesiastical Law (Dr. Burgin); and (iii) Sale of Goods (Mr. Chorley); and, for Intermediate Students, (i) Law of Property in Land (Mr. Danckwerts); (ii) Obligations and Personal Property (Mr. Landon); (iii) General Course (The Principal); and (iv) Trust Accounts (Mr. Dicksee). There will be Revision Courses for Final Students in (i) Real and Personal Property (Mr. Danckwerts); and (ii) Common Law (Dr. Burgin); and a course for Degree Students on Roman Law (Mr. Landon) will be commenced. The Principal will hold a course of classes on Elementary Equity for Students enrolled under the Exemption Order; and the course may also be attended by Intermediate Students.

Students desiring to be enrolled under the Exemption Order (particulars of which may be obtained by application to the Principal), should communicate with the Principal not later than the 8th inst.

The Council has offered three Studentships of £40 a year each, for award in July next. Copies of the Studentship Regulations may be obtained on application to the Society's office.

The Annual Meeting of members of the Students Rooms will be held on Thursday, the 10th inst., at 6 p.m., for the purpose of receiving the report of the outgoing Committee, and electing representatives of solicitor and articled clerk members of the rooms for the ensuing year. The President of the Society has promised to take the chair.

Sheffield and District Law Students' Society.

The fifth ordinary meeting of the Society was held in the Law Library, Bank-street, Sheffield, on Tuesday, the 18th ult., with Mr. Arthur Neal in the chair. The subject of the debate was as follows:—

"On 15th June, 1922, Asquith, the owner in fee simple of a dwelling-house in the occupation of Baldwin, a statutory tenant under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, signed a contract to sell to Macdonald, the purchase to be completed on 15th July, 1922. On that date the conveyance was executed and the property was conveyed, subject to Baldwin's tenancy. Macdonald reasonably requires the house as a residence for himself. In order to obtain possession against Baldwin must Macdonald prove that greater hardship would be caused by refusing possession than by granting it?"

Mr. C. K. Wright, supported by Mr. J. B. Willis, opened on behalf of the affirmative, and Mr. J. Hodkin, supported by Mr. H. D. Clarke, on behalf of the negative. On the debate being thrown open the following members further argued the difficult problem: Messrs. Elliott, Hiller, Irons and Kershaw. After the openers had replied the chairman summed up, and the question was put to the vote, when it was decided in the negative by six votes to five.

The next meeting of the Society will be held on the 8th inst.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 10th January.

	Middle Price. 2nd Jan.	Investment Yield.
English Government Securities.		£ s. d.
Consols 2½%	55½	4 10 0
War Loan 5% 1929-47	100½	5 0 0
War Loan 4½% 1925-45	96½	4 13 0
War Loan 4% (Tax free) 1929-42	101½	3 18 0
War Loan 3½% 1st March 1928	96	3 12 0
Funding 4% Loan 1960-90	87	4 12 0
Victory 4% Bonds (available at par for Estate Duty)	91½	4 8 0
Conversion 3½% Loan 1961 or after ..	76½	4 12 0
Local Loans 3% 1912 or after	64½	4 13 0
India 5½% 15th January 1932	100	5 10 0
India 4½% 1950-55	85½	5 5 0
India 3½%	65½	5 6 0
India 3%	56½	5 6 0
Colonial Securities.		
British E. Africa 6% 1946-56	112½	5 7 0
Jamaica 4½% 1941-71	94½	4 15 0
New South Wales 5% 1932-42	100	5 0 0
New South Wales 4½% 1935-45	91½	4 18 0
Queensland 4½% 1920-25	96½	4 13 0
S. Australia 3½% 1926-36	83½	4 3 0
Victoria 5% 1932-42	100	5 0 0
New Zealand 4% 1929	94½	4 4 0
Canada 3% 1938	80½	3 15 0
Cape of Good Hope 3½% 1929-47	79	4 8 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½	4 14 0
Birmingham 3% on or after 1947 at option of Corpn.	64	4 13 0
Bristol 3½% 1925-65	77	4 11 0
Cardiff 3½% 1935	86½	4 1 0
Glasgow 2½% 1925-40	73	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	75½	4 13 0
Manchester 3% on or after 1942	65xd.	4 12 0
Newcastle 3½% irredeemable	74xd.	4 15 0
Nottingham 3% irredeemable	65	4 12 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	81xd.	4 6 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	84½	4 15 0
Gt. Western Rly. 5% Rent Charge ..	103	4 17 0
Gt. Western Rly. 5% Preference	100½	4 19 0
L. North Eastern Rly. 4% Debenture ..	81xd.	4 18 0
L. North Eastern Rly. 4% Guaranteed ..	81	4 18 0
L. North Eastern Rly. 4% 1st Preference	79½	5 1 0
L. Mid. & Scot. Rly. 4% Debenture ..	81½	4 18 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	82	4 17 0
L. Mid. & Scot. Rly. 4% Preference ..	80	5 0 0
Southern Railway 4% Debenture ..	80½xd.	4 19 0
Southern Railway 5% Guaranteed ..	101½	4 18 0
Southern Railway 5% Preference ..	99	5 1 0

The assistance of the Wealdstone magistrates under the Distress for Rent Act, 1737, amended by the Deserted Tenements Act, 1817, was asked for on Tuesday, the 1st inst., in respect of a deserted dwelling-house at Love-lane, Pinner. It was explained that, under the 1737 Act, where premises were deserted and there were arrears of rent for six months on the application of the owners two magistrates could view the premises, and, if they found insufficient goods there to meet a distraint for the rent, they must cause notices to be exhibited to enable the owner to enter into possession. The magistrates expressed surprise on learning of the existence of this old Act, and appointed two of their number to view the premises.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday	Jan. 7	Mr. Bloxam	Mr. Synge	Mr. More	Mr. Jolly
Tuesday	8	Hicks Beach	Ritchie	Jolly	More
Wednesday	9	Jolly	Bloxam	More	Jolly
Thursday	10	More	Hicks Beach	Jolly	More
Friday	11	Synge	Jolly	More	Jolly
Saturday	12	Ritchie	More	Jolly	More
Date.		Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday	Jan. 7	Mr. Bloxam	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday	8	Hicks Beach	Bloxam	Synge	Ritchie
Wednesday	9	Bloxam	Hicks Beach	Ritchie	Synge
Thursday	10	Hicks Beach	Bloxam	Synge	Ritchie
Friday	11	Bloxam	Hicks Beach	Ritchie	Synge
Saturday	12	Hicks Beach	Bloxam	Synge	Ritchie

The Winter Assizes.

Crown Office, 28th December, 1923.

Days and places fixed for holding the Winter Assizes, 1924 :—

NORTHERN CIRCUIT.

Mr. Justice Greer.
Mr. Justice Swift.

Wednesday, 16th January, at Appleby.
Friday, 18th January, at Carlisle.
Wednesday, 23rd January, at Lancaster.
Monday, 28th January, at Liverpool.
Monday, 18th February, at Manchester.

WESTERN CIRCUIT.

Mr. Justice Sankey.
Mr. Justice McCardie.

Saturday, 19th January, at Devizes.
Thursday, 24th January, at Dorchester.
Monday, 28th January, at Taunton.
Friday, 1st February, at Bodmin.
Thursday, 7th February, at Exeter.
Wednesday, 13th February, at Bristol.
Tuesday, 19th February, at Winchester.

OXFORD CIRCUIT.

Mr. Justice Rowlatt.
Mr. Justice Bailhache.

Monday, 14th January, at Reading.
Thursday, 17th January, at Oxford.
Monday, 21st January, at Worcester.
Saturday, 26th January, at Gloucester.
Friday, 1st February, at Monmouth.
Wednesday, 6th February, at Hereford.
Monday, 11th February, at Shrewsbury.
Saturday, 16th February, at Stafford.

MIDLAND CIRCUIT.

Mr. Justice Bailhache.
Mr. Justice Shearman.
Mr. Justice Talbot.

Monday, 14th January, at Aylesbury.
Thursday, 17th January, at Bedford.
Monday, 21st January, at Northampton.
Friday, 25th January, at Leicester.
Thursday, 31st January, at Oakham.
Friday, 1st February, at Lincoln.
Friday, 8th February, at Nottingham.
Friday, 15th February, at Derby.
Saturday, 8th March, at Warwick.
Thursday, 13th March, at Birmingham.

NORTH WALES AND CHESTER CIRCUIT.

Mr. Justice Acton.
Mr. Justice Branson.

Friday, 11th January, at Welshpool.
Tuesday, 15th January, at Dolgelly.
Thursday, 17th January, at Carnarvon.
Monday, 21st January, at Beaumaris.
Thursday, 24th January, at Ruthin.
Monday, 28th January, at Mold.
Monday, 25th February, at Chester.

Legal News.

Honours.

The New Year Honours include the following :—

The Rt. Hon. Sir CHARLES JOHN DARLING, late Senior Judge of the High Court of Justice, King's Bench Division, to be a Baron.

Mr. HENRY S. CAUTLEY, K.C., M.P.; Sir THOMAS WILLES CHITTY, Senior Master of the King's Bench Division and King's Remembrancer; Sir JOHN PAGET MELLOR, K.C.B., late H.M. Procurator-General and Solicitor of the Treasury; and Dr. T. C. WORSFOLD, Solicitor, to be Baronets.

Mr. ERNEST K. ALLEN, Assistant Public Trustee; Mr. HERBERT AUSTIN, Clerk of the Central Criminal Court; and Mr. RICHARD WHITE, Chief Master of the Supreme Court, Chancery Division, to be Knights.

Appointments.

Mr. C. H. KEMP, Deputy Town Clerk of Birmingham, has been appointed Town Clerk of Cambridge, at a salary of £1,200.

Mr. CHARLES MURRAY PITMAN has been appointed to be Recorder of Rochester in the place of Mr. Morton William Smith, who has resigned. Mr. Pitman was called to the Bar at the Inner Temple in 1897.

Dissolutions.

ERIC NASSAU MOLESWORTH and WILLIAM HOWARD HARDMAN, solicitors, 11, Drake-street, Rochdale, Lancaster (John Molesworth & Son), the 1st day of December, 1923. The said Eric Nassau Molesworth will continue to carry on the business under the style of John Molesworth & Son. [*Gazette*, 21st December.

ROBERT HODGSON and HENRY GREEN, Junr., solicitors, Audus-street, Selby (Hodgson & Green), the 1st day of December, 1923. [*Gazette*, 25th December.

JAMES MOORE and ALBERT ORLANDO DAVIES, solicitors, Gresham House, Old Broad-street, London (Cameron, Kemm and Co.), the 31st day of December, 1923, so far as concerns the said Albert Orlando Davies, who retires from the said firm. The said James Moore will continue to carry on business under the same style in partnership with Simon Fraser.

JAMES EMERY and ERNEST WILLIAM MARCHANT, solicitors, Ramsgate and Broadstairs (Emery & Marchant), the 22nd day of December, 1923.

THOMAS MURTHWAITE DUTTON, JOHN GAMON and JOHN RAYMOND HARDWICK, solicitors, 52, Bridge-street, Chester, and Queensferry, Flints (Gamon, Hardwick & Co.), the 30th day of September, 1923. The said John Gamon and John Raymond Hardwick will continue to carry on the business as heretofore under the style of Gamon, Hardwick & Co.

WILLIAM FORSHAW WILSON, HADDEN TODD, PARK NELSON STONE, KENNETH FORSHAW WILSON, and JAMES WILLIAM THURSTAN HOLLAND, solicitors, Liverpool (Laces & Company), 31st the day of December, 1923, so far as regard sthe said William Forshaw Wilson, who retires from the said firm. The said business will continue to be carried on by the said Hadden Todd, Park Nelson Stone, Kenneth Forshaw Wilson and James William Thurstan Holland in partnership under the style or firm of Laces & Co.

WILLIAM EDWARD RIGBY and JAMES ROWAN HERRON, solicitors, 8, Sweeting-street, Liverpool (Rigby & Herron), the 31st day of December, 1923. The business will be carried on in the future by the said James Rowan Herron.

[*Gazette*, 1st January.

General.

Mr. William Rudd, of High Carrs, Roby, Liverpool, solicitor (net personalty £92,758), left estate of gross value £94,110.

The Railway Rates Tribunal, with Mr. W. B. Clode, K.C., as chairman, will sit on 15th January as a sub-committee of the Advisory Committee on Railway Rates to settle dock charges. The Committee hope to complete the work in five days.

Sir Frederick Albert Bosanquet, K.C., of Grenville-place, South Kensington, S.W., Common Serjeant of the City of London since 1900, formerly Recorder of Worcester, and of Wolverhampton, and Chairman of East Sussex Quarter Sessions, and of the Council of Law Reporting, J.P. for Monmouthshire and Sussex, and formerly leader on the Oxford Circuit, who died on 2nd November, aged 86, left estate of the gross value of £18,911, with net personalty £17,777.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, December 21.

THE AVON BUILDING CO. LTD. Jan. 15. Harcourt Ashford, 73, Ethelburga-house, 91-3, Bishopsgate.

JOHN SMITH & CO. (WELLCROFT) LTD. Jan. 18. Nigel R. Dickinson, 260, Swan-arcade, Bradford.

FRANKLYN WILLIAMS LTD. Jan. 31. Percy H. Walker, 4, Park-place, Cardiff.

TURNER, WOODWARD & CO. LTD. Jan. 31. H. W. Garnett, 61, Brown-st., Manchester.

J. MCLACHLAN & CO. LTD. Feb. 7. T. B. Weir, 36, Springgdns., Manchester.

BRUNEI ESTATES LTD. Jan. 2. Alfred Williams, 57, Palace-st., Westminster, S.W.

SEMCO LTD. Jan. 25. F. B. Darke, 146, Bishopsgate.

BETTELEY & CO. LTD. Jan. 31. E. R. Johnson, 144, Minories, E.1.

UNITED INDUSTRIAL TRUST CO. LTD. Dec. 31. W. H. Bevan, 182, Temple-chmbs., E.C.4.

JOHN STEWART & SON (1912) LTD. Jan. 20. A. F. Dickin, Sardinia-house, Kingsway, W.C.2.

HERBERT BARSTOW & CO. LTD. Jan. 25. Norman Abbott, 4, Chapel Walks, Manchester.

London Gazette.—TUESDAY, December 25.

KAMALPUR ESTATES LTD. Jan. 5. Alfred Williams, 57, Palace-st., Westminster.

PLEDGER PIANOFORTE CO. LTD. Jan. 31. E. J. Webber, 64, Gresham-st., E.C.2.

LOCKERMAN & CO. LTD. Jan. 21. Windsor & Brown, 228, Bishopsgate, Solicitors for W. Lerner, Liquidator.

P. MOIR CRANE & CO. LTD. Jan. 5. L. L. Samuels, 7, Norfolk-st., Manchester.

GEORGE AIREY & CO. (ELECTRICIANS) LTD. Feb. 2. John Hancock, 57, Surrey-st., Sheffield.

R. STEEL & CO. LTD. Jan. 25. Norman Cayley, 7-11, Moorgate, E.1.

HOME SANATORIUM LTD. Jan. 29. Edward Bicker, 45-47, Old Christchurch-rd., Bournemouth.

ALBION RUBBER CO. LTD. Jan. 14. Samuel Pim Jackson, 17, High-st., Bath.

SHAW & CARTER LTD. Jan. 30. J. A. Hopps, 25, Friar-la., Leicester.

KAURI TIMBER CO. LTD. Jan. 14. John England, 72, Queen-st., Sheffield.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, December 18.

J. N. Horsfield & Sons Ltd.
Christies' Motor Works Ltd.
Henry Simon (Bredbury) Ltd.
London & Brazilian Bank Ltd.
S. Schonberg & Co. Ltd.
The Bradford Wool Extracting Co. (Dyeing Department) Ltd.
Cornish Valley Slate Quarries Ltd.
Georges Tiard Ltd.
William London & Co. Ltd.
C. W. Spikes & Co. Ltd.
Anglo-Polish Electrical Development Corporation Ltd.
George Laurie & Co. Ltd.
Goldfoot & Sayers Ltd.
Davis (Costumier) Ltd.
Koolime Limited.
The Western Morning News Co. Ltd.
T. Burns Dakin Ltd.
Reliable Motor Engineering Co. Ltd.
The Galvanising Equipment Co. Ltd.
Bromford Tools and Engineering Co. Ltd.
Anglo-French Films Ltd.
Rowell Ltd.
Australian Assets Co. Ltd.
Waterson Gold Mining Co. Ltd.

London Gazette.—FRIDAY, December 21.

The Avon Building Co. Ltd.
Charles Hunter & Co. Ltd.
P. Moir Crane & Co. Ltd.
Rowlandson (Engineers) Ltd.
The New Pensacola Trading Co. Ltd.
Brunei Estates Ltd.
O. N. Syndicate Ltd.
T. Hough (Leigh) Ltd.
H. D. Shaw & Co. Ltd.
The Home Sanatorium Ltd.
The Gurrey Tannery and Associated Trades Ltd.
Freehold Land Co. Ltd.
Harrold & Co. Ltd.
A. G. Wright & Co. Ltd.
Local Newspapers Ltd.
Sunbeam Light Co. Ltd.
Turner Woodward & Co. Ltd.
Automatic Loom Co. Ltd.
Moina Mining Syndicate Ltd.
Harry Ash Ltd.
Car Ignition & Lighting Co. Ltd.
The Law Agency Ltd.
Betteley & Co. Ltd.
Teddington United Services Club Ltd.
Reid Estancias Ltd.
Cressnells Ltd.
S. Plowman & Co. Ltd.
Shanklin Liberal Club Co. Ltd

London Gazette.—TUESDAY, December 25.

Doland & Stewart Ltd.
Kamalpur Estates Ltd.
The Pledger Pianoforte Co. Ltd.
Kolinbur & Seconee Tea Co. Ltd.
Malcolm Macdonald Ltd.
British Dyestuffs Corporation (Blackley) Ltd.
Griffiths & Browett Ltd.
Bernard Manufacturing Co. Ltd.
Cox & Co. (France) Ltd.
Auto Factors Ltd.
Paterson Motor Accessories Syndicate Ltd.
J. L. Priestley & Co. Ltd.
Claus & Co. Ltd.
United Industrial Trust Co. Ltd.
British Guiana Plantations Ltd.
British Dyestuffs Corporation (Huddersfield) Ltd.
The Weston-super-Mare Electric Theatre Ltd.
Fern Hill Manufacturing Co. Ltd.
H. N. Sharrock (Morecambe) Ltd.
Dunese (Polishes and Preparations) Ltd.
F. McNeill & Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, December 25.

ADVERTISING BALLOON & NOVELTY CO., Houndsditch, Toy Merchants. High Court. Pet. Nov. 23. Ord. Dec. 20.

BARDELL, EDWARD J., Walsall, Milk Retailer. Walsall. Pet. Dec. 20. Ord. Dec. 20.

BARNES, H., 65, Pore-st. High Court. Pet. Dec. 7. Ord. Dec. 21.

BARNES, JOSEPH, Birmingham, Coal Merchant. Birmingham. Pet. Dec. 22. Ord. Dec. 22.

BELL, C. B. G. HANCOCK, Cardiff, Auctioneer. Cardiff. Pet. Sept. 26. Ord. Dec. 21.

BERRY, FRED, Bolton, Under Carder. Bolton. Pet. Dec. 20. Ord. Dec. 20.

BONSOR, ERNEST A., Leicester, Hardware Dealer. Leicester. Pet. Dec. 22. Ord. Dec. 22.

BRACKENBURY, HENRY H., Maltby, Yorks, Grocer. Sheffield. Pet. Dec. 20. Ord. Dec. 20.

BROOKS, WILLIAM, Lew Down, Devon, Rabbit Trapper and Motor Driver. Plymouth. Pet. Dec. 22. Ord. Dec. 22.

BROWN, WILLIAM F., New Cleethorpes, Fisherman. Great Grimsby. Pet. Dec. 20. Ord. Dec. 20.

CATTON, WILLIAM, Stillington, Yorks, Farmer. York. Pet. Dec. 21. Ord. Dec. 21.

COLE, RICHARD T., Penryn, Butcher. Truro. Pet. Dec. 20. Ord. Dec. 20.

COOPER, HENRY J., and PIGE, ALFRED E., Herne Bay, Builders. Canterbury. Pet. Dec. 20. Ord. Dec. 20.

COOPER, ALFRED R., and BROOK, CHARLES, Ossett, General Dealers. Dewsbury. Pet. Dec. 20. Ord. Dec. 20.

CROSS, FREDERICK E. W., Tooting High-st., Auctioneer. Wandsworth. Pet. Nov. 23. Ord. Dec. 20.

DRABBLE, GEORGE, Stannington, Yorks, Fire Brick Manufacturer. Sheffield. Pet. Dec. 21. Ord. Dec. 21.

GIBBONS, S., Rodney-st., Pentonville, Dairyman. High Court. Pet. Nov. 28. Ord. Dec. 19.

GIBSON, JOHN B., Maryport, Cumberland, Grocer. Cockermouth. Pet. Dec. 22. Ord. Dec. 22.

HALTER, ALBERT, Tottenham-st., W.1, Provision Dealer. High Court. Pet. Dec. 20. Ord. Dec. 20.

HOWE, JOHN, Heads Nook, Cumberland, Farmer. Carlisle. Pet. Dec. 20. Ord. Dec. 20.

HOYLE, JOHN H., Blackpool, Motor Engineer. Blackpool. Pet. Nov. 24. Ord. Dec. 19.

JONES, JOHN, Llanddeiniolen, Carnarvon, Farmer. Bangor. Pet. Nov. 28. Ord. Dec. 14.

JONES, OWEN E., Llangefni, Coal Merchant. Bangor. Pet. Dec. 19. Ord. Dec. 19.

LAZENBY, REGINALD A. S., and CRAWSHAW, RALPH, Goole, Ship and House Plumbers. Wakefield. Pet. Dec. 21. Ord. Dec. 21.

LEVY, NORMAN, Liverpool, Toy Merchant. Liverpool. Pet. Dec. 20. Ord. Dec. 20.

LOCKWOOD, JOSEPH E., Whaley Bridge, Derby, Commercial Traveller. Stockport. Pet. Dec. 20. Ord. Dec. 20.

LOMAX, SAM S., LOMAX, NORA T., and BARBER, ROSE, Blackpool, Milliners. Blackpool. Pet. Dec. 20. Ord. Dec. 20.

LOYTE, GEORGE W., Bradford, Hardware Dealer. Bradford. Pet. Dec. 20. Ord. Dec. 20.

MANDEL, J., Liverpool, Draper. Liverpool. Pet. Dec. 5. Ord. Dec. 20.

MCCLELLAND, JOHN, Fulham. High Court. Pet. Nov. 15. Ord. Dec. 19.

METTAM, HERBERT W., Birmingham, Merchant. Birmingham. Pet. Dec. 21. Ord. Dec. 21.

MITCHELL, FRANK, Birmingham, Licensed Victualler. Birmingham. Pet. Dec. 20. Ord. Dec. 20.

MONTAGNON, LUCIEN, Bush-lane. High Court. Pet. Nov. 17. Ord. Dec. 19.

MORISON, ADELINE M. A., Elham, Kent, Farmer. Canterbury. Pet. Dec. 22. Ord. Dec. 22.

MORGAN, SAMUEL, Oswestry, Farmer. Wrexham. Pet. Dec. 20. Ord. Dec. 20.

OGILVY, NOEL, Gunnersbury. Brentford. Pet. Oct. 15. Ord. Dec. 20.

PALMER, HERBERT S., East Ham, Motor Driver. High Court. Pet. Aug. 29. Ord. Dec. 20.

PENNINGTON, JOHN, Droylsden, Coal Merchant. Ashton-under-Lyne. Pet. Dec. 20. Ord. Dec. 20.

PEPLER, WILLIAM H., Box, Wilts, Coal Merchant. Bath. Pet. Dec. 21. Ord. Dec. 21.

PERKINS, WILLIAM F., Northampton, Draper. Northampton. Pet. Dec. 20. Ord. Dec. 20.

PULIOPULOS, HELEN, Furrier, Shepherds Bush. High Court. Pet. Nov. 16. Ord. Dec. 20.

REDGRAVE, KENTON, Queen's-gate, Consulting Engineer. High Court. Pet. July 20. Ord. Dec. 20.

RYNER, S., Holloway, Confectioner. High Court. Pet. Nov. 24. Ord. Dec. 21.

SACKS, J., Goldhawk-rd., Motor Engineer. High Court. Pet. Nov. 28. Ord. Dec. 21.

SAUNDERS, CLAUDE, Westbourne-grove. High Court. Pet. Nov. 30. Ord. Dec. 20.

SAYLES, WILLIAM, Woodhouse, Derby. Chesterfield. Pet. Dec. 20. Ord. Dec. 20.

SCAIFE, ROBERT (junior), Colne, Haulage Contractor. Burnley. Pet. Dec. 21. Ord. Dec. 21.

SHAPERO, JACK, Dalston, Tailor. High Court. Ord. Dec. 20.

SNOW, HERBERT, Kingston-upon-Hull, Fish Fryer. Kingston-upon-Hull. Pet. Dec. 19. Ord. Dec. 19.

STEINER, OSCAR, Willesden, Company Director. High Court. Pet. Oct. 25. Ord. Dec. 20.

THOMAS, JANE E. G., Criccieth, Jeweller. Portmadoc. Pet. Dec. 19. Ord. Dec. 19.

THORN, THOMAS E., Worthing, Boot and Shoe Dealer. Brighton. Pet. Dec. 22. Ord. Dec. 22.

TOBY, HARRIS L., Kilburn, Greengrocer and Fruiterer. High Court. Pet. Dec. 20. Ord. Dec. 20.

WILSON, JESSIE E., Twickenham, Manufacturers' Agent. High Court. Pet. Nov. 14. Ord. Dec. 20.

WINEGARTEN, POLLY, Hove, Furrier. High Court. Pet. Dec. 21. Ord. Dec. 21.

WITTY, THOMAS, Leeds, Builder. Leeds. Pet. Nov. 27. Ord. Dec. 20.

YOUNG, ERNEST W., Wareham, Cinema Proprietor. Poole. Pet. Dec. 20. Ord. Dec. 20.